

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
Provide Recycling Services for End of Life Electronic Equipment  
Between the State of Nebraska and Datashield Corporation  
State of Nebraska Contract No. 56586 04  
FIRST RENEWAL**

This Amendment is hereby entered into on this 17 day of June, 2014 by and between **Datashield Corporation, 1528 N. 16<sup>th</sup> Street, Omaha, NE 68110** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 3, 2013**, under D. O. No. **09899**, (the "Agreement"), to **Provide Recycling Services for End of Life Electronic Equipment Between the State of Nebraska and Datashield Corporation State of Nebraska Contract No. 56586 04**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 20, 2013 through June 19, 2014**, with the option to renew for four (4) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **June 20, 2014 through June 19, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$6,500.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **June 20, 2014 through June 19, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$6,500.00** without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 24<sup>th</sup> day  
of June 2014  
Steve Kuhlman  


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Finance Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	DATA SHIELD
By: (PLEASE PRINT)	Brian Gubbels
By: (PLEASE SIGN)	
Title: (PLEASE PRINT)	President/CEO
Company Address: (PLEASE PRINT)	1528 N. 16 <sup>th</sup> ST Omaha Ne 68110
Company Phone & Fax: (PLEASE PRINT)	402-898-5000      402-733-7298
E-Mail Address: (PLEASE PRINT)	Brian @ datashield corp. com
Dated: (PLEASE PRINT)	6/17/14
Contact Person For: "Orders and Service" and Phone Number (PLEASE PRINT)	Charlene Etheridge      402-898-5000

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

OR

P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 06/05/14
BUSINESS UNIT 65050004	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	
VENDOR ADDRESS:  DATASHIELD CORPORATION 1528 N 16TH ST OMAHA NEBRASKA 68110-2407	

**CONTRACT NUMBER**  
**56586 04**

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JUNE 20, 2014 THROUGH JUNE 19, 2015**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4326 Z1

Contract to supply and deliver Recycling Services for End of Life Electronic Equipment to the State of Nebraska as per the attached specifications for the contract period June 20, 2014 through June 19, 2015. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <[http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf)>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's proposal;

*[Handwritten signature]*  
BUYER  
*[Handwritten signature]*  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-6500  
 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 06/05/14
BUSINESS UNIT 65050004	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

**CONTRACT NUMBER**  
**56586 04**

4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska. Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Brian Gubbels  
 Phone: 402-898-5000  
 Fax: 402-733-7298  
 E-Mail: Brian@datashieldcorp.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (06/05/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ELECTRONIC RECYCLING SERVICES	56,011.0000	LB	0.3000	16,803.30
<b>Total Order</b>					<b>16,803.30</b>

  
 BUYER INITIALS

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA**

**Provide Recycling Services for  
End of Life Electronic Equipment  
Between the State of Nebraska and Datashield Corporation  
State of Nebraska Contract No. 56586 04**

**Contractor:  
Datashield Corporation  
1528 N. 16<sup>th</sup> Street  
Omaha, NE 68110-2407  
(402)898-5000**

**CITY OF LINCOLN, NEBRASKA,  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Datashield Corporation, 1528 N. 16<sup>th</sup> Street, Omaha, NE 68110** hereinafter called Contractor, and the City of Lincoln, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and Datashield Corporation, State of Nebraska Contract No. 56586 04, dated June 20, 2013, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, training, materials and equipment necessary to provide recycling services for broken, end of life or outdated electronic equipment services to/for the Owner's various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 56586 04, dated June 20, 2013; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 56586 04, dated June 20, 2013 to provide Recycling Services for End of Life Electronic Equipment; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 56586 04; dated June 20, 2013, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Recycling Services for End of Life Electronic Equipment Compressed for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning June 20, 2013 through June 19, 2014
  - 2.1 Upon conclusion of the initial term, the contract may be renewed for four (4) additional one (1) year period with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current State of Nebraska contract.
  - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 56586 04, dated June 20, 2013
  - 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owner.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (City of Lincoln), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include City of Lincoln, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City") it shall mean the "Owner" encompassing the City of Lincoln, Nebraska.

8. Termination. This Contract may be terminated by the following:

8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.

8.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:

8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver for light bulbs and ballasts.

8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Datashield Corporation, Contract Number 56586 04, dated June 20, 2013. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Nebraska, Contract Number 56586 04, dated June 20, 2013

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN**

ATTEST:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Steve Kurbku*  
Finance Director

Approved by:

Directorial No. 09899

Dated 9-3-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

DataShield Corp

Name of Corporation

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(SEAL)

Secretary

By: [Signature]

Duly Authorized Official

President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**56586 04**

PAGE 1 of 2	ORDER DATE 06/20/13
BUSINESS UNIT 65050017	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	
VENDOR ADDRESS: DATASHIELD CORPORATION 1528 N 16TH ST OMAHA NEBRASKA 68110-2407	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JUNE 20, 2013 THROUGH JUNE 19, 2014**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4326 Z1

Contract to provide Recycling Services for End of Life Electronic Equipment to the State of Nebraska, Department of Administrative Services Surplus Property, for a period effective June 20, 2013 through June 19, 2014 with the option to renew in four (4), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and

*Robert Thompson*  
BUYER  
6-21-13  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
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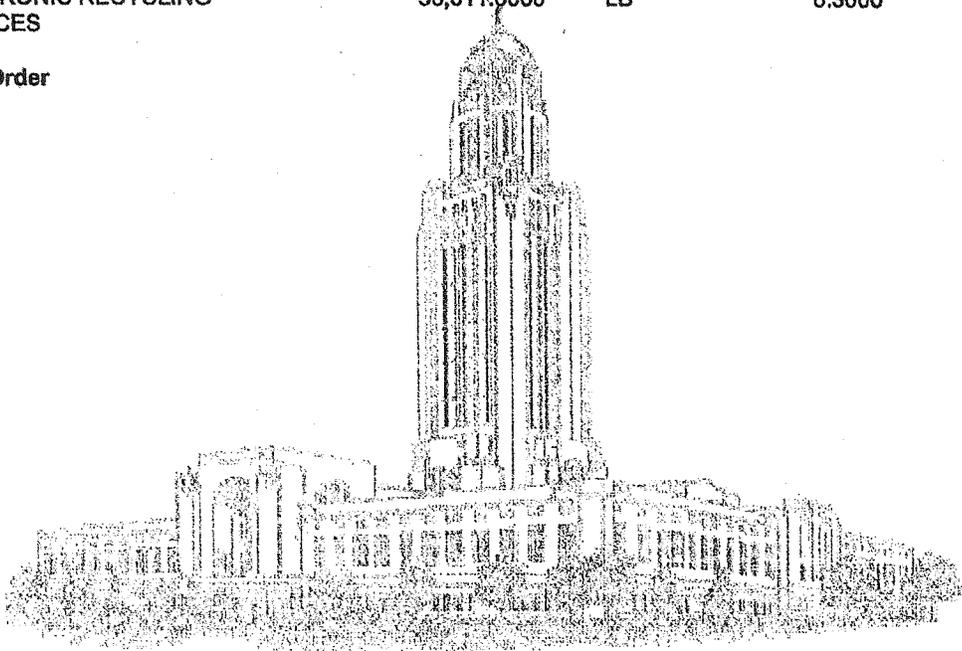
<b>PAGE</b> 2 of 2	<b>ORDER DATE</b> 06/20/13
<b>BUSINESS UNIT</b> 65050017	<b>BUYER</b> ROBERT THOMPSON (AS)
<b>VENDOR NUMBER:</b> 4219729	

**CONTRACT NUMBER**  
**56586 04**

6. The Contractor's Proposal.

Vendor Contact: Brian Gubbels  
 Phone: 402-898-5000  
 Fax: 402-733-7298  
 E-Mail: Brian@datashieldcorp.com

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ELECTRONIC RECYCLING SERVICES	56,011.0000	LB	0.3000	16,803.30
<b>Total Order</b>					<b>16,803.30</b>



*RT*  
 BUYER INITIALS