

Nebraska State Patrol Contract Addendum / Certification

In the absence of, or as an addendum to, a formal written contract, lease or other agreement between the parties, the following modifications or certifications are required of persons or businesses selling goods or services to the Nebraska State Patrol in order to assure compliance with state law, the State Contract Compliance Program, and the State Drug Free Workplace Policy. This form will serve to supplement or modify any prior or contemporaneous agreement between the parties and will supersede any provisions in any agreement which is inconsistent with the modifications made below. Contractors, vendors and providers shall all be referred to as "Contractor" herein.

All checked sections must be agreed to by signing the bottom of this form. Place initials on each applicable section.

Name of vendor, contractor, or provider: Datamaxx Applied Technologies, Inc.

Contract Identifier or Description: _____ **Date of Contract:** _____

SM Drug Free Workplace Policy
(Initial)

Contractor certifies that:

1. Drug or alcohol use, delivery, or possession is not allowed by employees during work hours or at the work site;
2. Disciplinary action will be taken against employees if this policy is not adhered to; AND
3. Employees have been advised of this policy.

SM Contract Compliance Program
(Initial)

Contractor certifies that it AND all subcontractors:

1. Do not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age; AND
2. Do not discriminate against employees or applicants for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

SM Loss of Appropriations
(Initial)

Contractor agrees that the Patrol's obligation to pay contract amounts due for those fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for that purpose. Should said funds not be appropriated, the Patrol may terminate this agreement with respect to payments to be made during a period for which funds are not appropriated. The Patrol will give the Contractor thirty (30) days written notice of such termination. All obligations of the Patrol to make payments after the termination date will cease. Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall Contractor be paid for a loss of anticipated profit.

SM Interest Rate
(Initial)

Contractor agrees that, despite any contract language to the contrary, it will not charge in excess of the current statutory maximum that can be charged to the State pursuant to Neb. Rev. Stat. §§ 81-2404 and 45-104.02.

SM Data Security / Confidentiality
(Initial)

Contractor agrees that it AND its subcontractors:

1. Will provide identifying information for and hereby consents to a criminal history background check on all persons working on or assigned to any project that may provide access to confidential or sensitive law enforcement data; AND
2. Will ensure that there is no unauthorized access or disclosure of any sensitive data beyond that necessary for completion of the contract and that all affected employees and subcontractors will be made fully aware of this requirement.

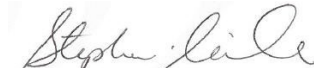
SM Work Eligibility Status
(Initial)

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 means 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.

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

1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://www.das.state.ne.us>.
2. If Contractor indicates on such attestation form that he or she is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Nebraska statute §4-108 R.R.S. 2009.

VENDOR



Authorized Signature
Stephani Miller

Printed Name
Executive Vice President, Marketing

Title
January 12, 2023

Date

NEBRASKA STATE PATROL

Authorized Signature

Printed Name

Title

Date