

CONTRACT FOR SERVICE

CONTRACT NO: 1441-13486

FOR

OFF-SITE STORAGE

BETWEEN



**COOK COUNTY GOVERNMENT
BUREAU OF TECHNOLOGY**

AND

**IRON MOUNTAIN INFORMATION MANAGEMENT INC
(Based on Maricopa County, State of Arizona Contract No. 10097-RFP)**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 21 2014

COM _____

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **IRON MOUNTAIN INFORMATION MANAGEMENT INC**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the **BUREAU OF TECHNOLOGY**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires **OFF-SITE RECORD DATA STORAGE OF BACK-UP AND RECOVERY DATA** through a contract awarded by Maricopa County, Arizona Contract No. 10097;

WHEREAS, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County **February 1, 2014** through **February 28, 2017, with two (2) annual renewal options.**

III. PAYMENT

In no case shall such charges exceed the amount of **\$341,014.38**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

- EXHIBIT A – VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL
- EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT C – BOARD APPROVAL LETTER
- EXHIBIT D – ECONOMIC DISCLOSURE STATEMENT

VI. ATTACHMENT

MARICOPA COUNTY CONTRACT

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number **1441-13486** for **OFF-SITE RECORDS MANAGEMENT, STORAGE AND DESTRUCTION** for **OFFICE OF CHIEF INFORMATION OFFICER**, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	YEAR	1	SERVICES FOR YEAR ONE (1) 2014-2015 AS PER EXHIBIT "A" HEREIN. <u>\$ 112,546.00/ TOTAL</u>
2.	YEAR	1	SERVICES FOR YEAR (2) 2015-2016 AS PER EXHIBIT "A" HEREIN. <u>\$ 112,546.00/ TOTAL</u>
3.	YEAR	1	SERVICES FOR YEAR (3) YEAR 2016-2017 AS PER EXHIBIT "A" HEREIN. <u>\$ 115,922.38/ TOTAL</u>

GRAND TOTAL: \$ 341,014.38

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: **February 1, 2014** through **January 31, 2017**.

**GENERAL CONDITIONS
SUPPLY/SERVICE**

CONTENTS

GC-01	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	GC-1
GC-02	PERSONNEL	GC-1
GC-03	INSURANCE	GC-2-4
GC-04	INSPECTION AND RESPONSIBILITY	GC-4
GC-05	INDEMNIFICATION	GC-4
GC-06	PAYMENT	GC-4
GC-07	PREPAID FEES	GC-4
GC-08	TAXES	GC-5
GC-09	PRICE REDUCTION <u>(INTENTIONALLY OMITTED)</u>	GC-5
GC-10	CONTRACTOR CREDITS	GC-5
GC-11	DISPUTES	GC-5
GC-12	DEFAULT	GC-6
GC-13	COUNTY REMEDIES	GC-6
GC-14	CONTRACTOR REMEDIES	GC-7
GC-15	DELAYS	GC-7
GC-16	MODIFICATIONS AND AMENDMENTS	GC-7
GC-17	PATENTS, COPYRIGHTS AND LICENSES	GC-8
GC-18	COMPLIANCE WITH THE LAWS	GC-8
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE	GC-8-11
GC-20	MATERIAL DATA SAFETY SHEET	GC-11
GC-21	CONDUCT OF THE CONTRACTOR	GC-11
GC-22	ACCIDENT REPORTS	GC-12
GC-23	USE OF THE COUNTY PREMISES	GC-12

**GENERAL CONDITIONS
SUPPLY/SERVICE**

CONTENTS

GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	GC-12
GC-25	GENERAL NOTICE	GC-12
GC-26	GUARANTEES AND WARRANTIES	GC-13
GC-27	STANDARD OF DELIVERABLES	GC-13
GC-28	DELIVERY	GC-13
GC-29	QUANTITIES	GC-13
GC-30	CONTRACT INTERPRETATION	GC-14
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	GC-14
GC-32	GOVERNING LAW	GC-14
GC-33	AUDIT; EXAMINATION OF RECORDS	GC-15
GC-34	WAIVER	GC-15
GC-35	ENTIRE CONTRACT	GC-15
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	GC-16
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	GC-16
GC-38	GOVERNMENTAL JOINT PURCHASING AGREEMENT	GC-16
GC-39	COOPERATIVE PURCHASING	GC-16
GC-40	COOPERATION WITH INSPECTOR GENERAL	GC-16
GC-41	FEDERAL CLAUSE <u>(INTENTIONALLY OMITTED)</u>	GC-17
GC-42	PAYMENT TERMS	GC-17
GC-43	VALUE OF DEPOSITS	GC-17
GC-44	LIMITATION OF LIABILITY	GC-17
GC-45	SAFE MATERIAL AND PREMISES	GC-17
GC-46	ENTIRE AGREEMENT	GC-17
GC-47	END OF SECTION	GC-18

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

Notwithstanding anything to the contrary, Contractor may assign, transfer, or subcontract this Contract, in whole or in part, to an affiliate of Contractor, provided that such affiliate complies with and meets all requirements of this Agreement and all applicable laws and regulations, including the Cook County Code of Ordinances. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with Contractor. Notwithstanding anything to the contrary, Contractor may delegate certain of its obligations to its third party vendors and subcontractors, provided that such third party vendors or subcontractors comply with and meets all requirements of this Agreement and all applicable laws and regulations, including the Cook County Code of Ordinances. Contractor acknowledges that it shall remain directly liable to the County for the performance of such delegated obligations.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

Contractor agrees to indemnify the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns with respect to any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claim or demand for: (a) bodily injury (including death) or loss; (b) damage to tangible property (excluding the materials stored with or provided to Contractor in furtherance of the services under this Contract); or (c) intellectual property infringement; provided that such indemnification is to the extent such claims or demands are based upon the negligent acts or omissions of Contractor.

For the purposes of this section, 'Data Security Breach' shall mean unauthorized access to and acquisition by a third party of Personal Data which materially compromised the security, confidentiality or integrity of such Personal Data and which was caused by the negligence of Contractor. 'Personal Data' shall mean any information relating to an identified or identifiable natural person, received by Contractor in the course of delivering services under this Contract.

Contractor shall indemnify County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns with respect to any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any:

- (i) claims brought against the County by any third party arising out of a Data Security Breach ("Third Party Claim"); provided that such indemnification is to the extent such claims or demands are based upon the negligent acts or omissions of Contractor; and
- (ii) enforcement and/or administrative proceeding, or any judicial action brought against the County by any attorney general or other state or federal regulatory agency or authority, which proceeding or action arises out of a Data Security Breach ("Regulatory Claim"); provided that such indemnification is to the extent such claims or demands are based upon the negligent acts or omissions of Contractor;

(iii) Contractor shall not be obligated to indemnify the County for any fines, penalties, amounts awarded or agreed in settlement between the County and a third party to the extent resulting from the County's violation of law, breach of this Contract or the County's negligent or intentional acts or omissions. Contractor shall not be obligated to indemnify the County with respect to any Third Party Claim or Regulatory Claim arising out a Data Security Breach involving unencrypted Personal Data required by statute or regulation to be encrypted. The foregoing states the County's sole and exclusive remedy and Contractor's sole liability for any loss, damage, expense or liability of the County in connection with or in any way arising out of any Third Party Claim or Regulatory Claim.

(iv) Contractor's cumulative, maximum liability arising out of paragraphs (i) through (iii) of this section shall in no event exceed (i) \$125,000 dollars for any Data Security Breach and/or any other single event giving rise to any and all Third Party Claims and/or Regulatory Claims, and (ii) \$250,000 dollars for any and all Data Security Breaches and/or other events giving rise to Third Party Claims and/or Regulatory Claims.

The foregoing indemnity obligations are conditional upon the County providing Contractor prompt written notice of any such claim or demand. The County shall grant Contractor the option to control the defense and/or settlement of the claim or demand, subject to Illinois law, and, in the event the Contractor exercises such option to control the defense/settlement, then (i) the Contractor shall not settle any claim requiring any admission of fault on the part of the County without its prior written consent, (ii) the County shall have the right to participate, at its own expense, in the claim or suit and (iii) the County shall cooperate with the Contractor as may be reasonably requested.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION [INTENTIONALLY OMITTED]

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for

under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within forty-five (45) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the forty-five (45) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission

of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III, Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith while on-site at County facilities. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, upon ninety (90) days notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

Contractor hereby assigns to County any manufacturers' warranties applicable to any products sold by Contractor pursuant to this Contract. Contractor provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY CONTRACTOR TO COUNTY, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County subject to the fees on the applicable pricing schedule(s).

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition, and provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall use best efforts to include in all of its subcontracts provided that a failure or refusal of Contractor's subcontractors to allow the aforementioned access and examination shall not relieve the Contractor of its duty to provide the aforementioned access and examination hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES (INTENTIONALLY OMITTED)

GC-42 PAYMENT TERMS:

Payment terms are net, sixty (60) days. If County fails to pay Contractor's charges (other than disputed charges) within ninety (90) days after the date of an invoice, Contractor may, at its option: (a) refuse access to Deposits, (b) suspend service, (c) redeliver the material stored with Contractor (the "Deposits") to County or (d) terminate this Contract. Upon default by County, Contractor shall have other rights and remedies as may be provided by law.

GC-43 VALUE OF DEPOSITS:

County declares, for the purposes of this Contract, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Contract, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Contract, the value of such stored items is equal to the cost of replacing the physical media (the "Declared Value"). County acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged. Contractor's liability, if any, for loss or destruction of, or damage to, materials stored with Contractor ("Deposits") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Other limitations on Contractor's and/or County's liability are set forth in the below sections.

GC-44 LIMITATION OF LIABILITY:

Liability for Loss or Damage to Deposits. Contractor shall not be liable for any loss or destruction of, or damage to, Deposits, unless such loss or damage resulted from Contractor's negligence. If liable, the amount of Contractor's liability for County's direct damages is limited to the Declared Value. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.

No Consequential Damages. Except as they may relate to Contractor's indemnification obligations in the event of a Data Security Breach, in no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

Exclusions. Notwithstanding anything to the contrary, the limitations of liability in this section shall not apply in the event of Contractor's proven gross negligence or willful misconduct, and nothing in this section shall serve to limit Contractor's indemnification obligations under this Contract.

GC-45 SAFE MATERIAL AND PREMISES:

County shall not store with Contractor or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. County shall use its best efforts and not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. County warrants that it shall only place paper-based materials in the shredding bins. County shall reimburse Contractor for damage to equipment or injury to personnel resulting from County's breach of this warranty.

GC-46 ENTIRE AGREEMENT:

The terms and provisions contained in this Agreement, attachments, or exhibits executed by the parties, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided under the Contract. No representations, inducements, promises or agreements, whether oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect.

Except as expressly amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

END OF SECTION

EXHIBIT "A"

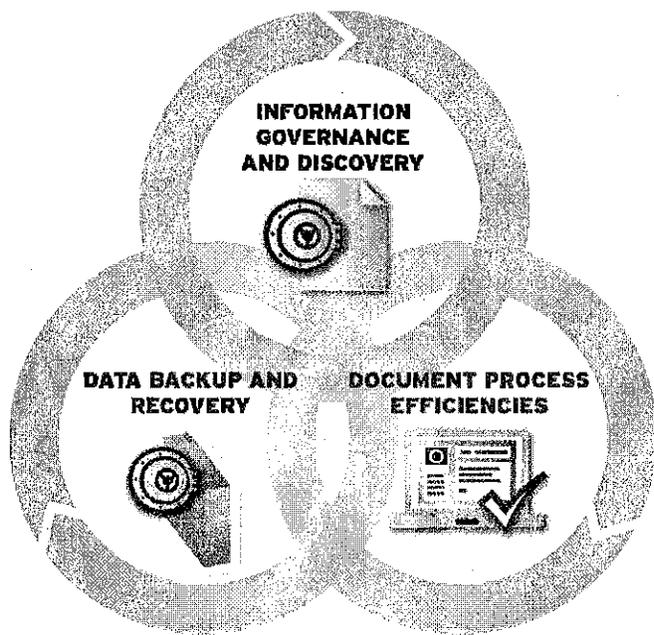
VENDOR STATEMENT OF WORK AND PRICING PROPOSAL

Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) is the global leader in information management services that enables you to protect and better use your information — regardless of its format, location or lifecycle stage — so you can optimize your business and ensure proper recovery, compliance and discovery. Iron Mountain has helped organizations of every size lower the costs, risks and inefficiencies of managing their physical and electronic data. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit www.ironmountain.com or follow the company on Twitter at www.twitter.com/IronMountain.

Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help you know what information you have, where it is stored, and how to get to it quickly and confidently to reduce costs, risks and inefficiencies associated with managing your paper and electronic data.



Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
 - Server Backup powered by Autonomy LiveVault
 - PC Backup powered by Autonomy Connected
- Data Restoration Services
- Intellectual Property Management
 - Software, SaaS, Data Escrow
 - Verification Services
- Consulting Services
- Value Added Services, including:
 - Disaster Recovery Testing
 - Library Moves
 - Media Destruction

Document Process Efficiencies

- Document Management Solutions
- Business Process Management

The Numbers Tell Our Story

Make a secure decision

The result of our focused approach has been nothing short of remarkable.

- More than **1,000 facilities** comprising 66 million square feet worldwide
- More than **500 million cubic feet of hard copy records stored**
- Over **10 million linear feet of medical records** under management
- More than **82 million pieces of data stored** in **highly secure** data protection vaults
- Over **150,000 customer accounts** and growing daily
- **3,000+ vehicles** making **18 million trips** per year worldwide

Iron Mountain takes great pride in its tremendous financial stability and consistently strong performance. We are built on a highly recurring revenue model that boasts 20 consecutive years of storage revenue growth. Our stable and very predictable revenue streams and the cash flows they generate, allow us to make significant investments in new products and services and increased security to better protect and store our customers' information.

Iron Mountain Locations

Iron Mountain has a global network with local service. Promoting consistency across media and geographies, we service over 35 countries on 5 continents.

 Iron Mountain Coverage



Renewal Schedule A: PROGRAM PRICING SCHEDULE

Data Backup and Recovery Services

MULTI-LOC-R_01-13

This Pricing Schedule is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, LLC, ("Iron Mountain") and Cook County Bureau of Technology, ("the Customer").

Please see our Customer Information Center at <http://cic.ironmountain.com/dataprotection/> for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Data Backup and Recovery Services Pricing Schedule supersedes and terminates any prior Data Backup and Recovery Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

Cook County Bureau of Technology

Customer No.

44212.028870,44212.057187,44212.028803,44212.028807,44212.028808,44212.028809,44212.028892,44212.028897,44212.028900,44212.048783 ,44212.069713 and 44212.143940

Effective Date: February 1, 2014

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.

Iron Mountain Offsite Tape Vaulting

Pricing for Core Services

STANDARD SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service*	\$28.00	Trip
■ Transport Container	\$6.55	Container
■ Media Handling	\$0.40	Item
■ Closed Container Handling	\$1.38	Item
■ Transport Container Handling	\$1.38	Item

STANDARD STORAGE (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$0.53	Slot
■ Closed Container (Compact)	\$5.15	Container
■ Closed Container (Small)	\$9.32	Container
■ Closed Container (Medium)	\$13.20	Container
■ Closed Container (Large)	\$18.00	Container

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Standard Special Transport (24 hours)*	\$147.42	Trip/Sub-Account
■ Critical Special Transport (3 hours)*	\$187.82	Trip/Sub-Account
■ Holiday Charge*	\$112.48	Holiday
■ Container Locks	\$6.00	Lock
■ Security Clips	\$1.00	Clip

OTHER PROGRAM FEES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee	\$25.12	Account ID
■ Fuel Surcharge	*	Transportation Visit

* A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at <http://cic.ironmountain.com/dataprotection/fuel/>.

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Same Place/Same Floor Transport*	\$15.00	Month
■ Scheduled Same Building/Same Campus Transport*	\$15.00	Month
■ Slotted Media Storage - Round Reel	\$1.58	Slot
■ Slotted Media Storage - Oversized	\$1.58	Slot
■ Transport Rental	\$1.12	Each per Day
■ Closed Container (Extra Large)	\$49.49	Container
■ Closed Container (Cabinet)	\$157.47	Container
■ Cart	\$158.00	Cart
■ Custom Bar Code Labels	\$1.41	Label
■ Third Party Transportation		Priced per Shipment
■ Minimum Monthly Fee	\$247.45	Account Number

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at <http://cic.ironmountain.com/dataprotection/additional/>.

The following accounts will be billed \$15.00 per month for transportation:

- 44212.057187 (Cook County Chief Judge)**
- 44212.028803 (Clerk of the Circuit Court)**
- 44212.028807 (Cook County Treasurer)**
- 44212.028809 (Cook County Clerk 1)**
- 44212.028892 (Cook County States Attorney)**
- 44212.028897 (Cook County Assessor)**
- 44212.028808 (Highway Dept.)**
- 44212.048783 (Cook County Budget)**

The following accounts will be billed \$28.00 per trip

- 44212.028870 (Cook County MIS)**
- 44212.028900 (Cook County Office Tech)**
- 44212.069713 (Cook County John Stroger)**
- 44212.143940 (Cook County Oak Forest Hospital)**

Data Backup and Recovery

MONTHLY COST ESTIMATE

Iron Mountain Offsite Tape Vaulting Monthly Cost Estimate

▶ STANDARD SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Scheduled Service	\$30.00	Trip	1.00	\$30.00
Total Standard Services Monthly Cost Estimate				\$30.00

▶ OTHER PROGRAM FEES

Monthly fee for account maintenance, support, and administrative services.

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Administrative Fee	\$25.12	Account ID	1	\$25.12
Total Other Program Fees Monthly Cost Estimate				\$25.12

Total Iron Mountain Offsite Tape Vaulting Monthly Cost Estimate **\$247.45**

Minimum Monthly Fee, as listed in the Other Monthly Fees section, applies to this account.

The estimate listed above is based on expected volume and activity levels. The actual storage volume and service activity will impact monthly billing. All slotted media is billed in increments of 20 slots.

Conclusion

Protect it, because it matters.

Your backup media plays an integral role in your ability to restore operations in the event of a disaster or disruption. But when this critical asset is transported and stored without proper security and environmental controls -- and inconsistently catalogued and tracked -- your job of identifying and restoring the data residing on a particular tape can be daunting. And when you struggle to locate specific backup media, not only do you hinder your organization's recoverability, you also create added risk because you won't be able to provide the information required for audits, compliance reviews and legal matters in a timely fashion.

Iron Mountain Data Backup and Recovery provides you with a comprehensive solution for transporting, storing, managing and retrieving your backup media from a secure, offsite facility. With our online vaulting services, you will be able to execute backups automatically and continuously, either via the Internet or your own network. Your data will be safely stored in our remote, mirrored data centers and available for ready retrieval should the need arise.

You'll have the proven technology and expertise you need to ensure you can get back up and running should the unexpected happen. You'll know you're protected because you'll have access to rigorous, industry-leading protocols for protecting media while in transit and at rest. And, because your media is managed following proven procedures and best practices, you'll be confident in your ability to find what you need when you need it, any time an internal or external source requests data from a specific tape.

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT



BUSINESS ASSOCIATE AGREEMENT

Iron Mountain Information Management, LLC
(Hereinafter referred to as "Iron Mountain")

Customer (Name, Address and Iron Mountain Account No.):
Cook County

(Account No.)
44212.057187,44212.028803,44212.028807,44212.028809,44212.028897,44212.028900,44212.048783,44212.028870,
44212.028808,44212.069713,44212.143940
(Hereinafter referred to as "Customer")

Effective Date:

This Business Associate Agreement is hereby entered into by and between Iron Mountain and Customer, as of the Effective Date set forth above.

This Business Associate Agreement ("BAA") supplements and amends the Agreement, entered into by and between Iron Mountain and Customer, dated Insert date of Agreement, under which Iron Mountain is providing certain Services for Customer as defined in the Agreement. This BAA shall be incorporated into the Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Agreement shall remain in full force and effect and govern the provided by Business Associate to Covered Entity. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Agreement, solely as it relates to the parties' obligations hereunder, the terms and conditions of this BAA shall prevail.

Iron Mountain and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Enforcement Rules, the provisions of the HITECH Act, as incorporated in the American Recovery and Reinvestment Act of 2009, along with any implementing regulations including those implemented as part of the final Omnibus rulings (collectively referred to as the "HIPAA Rules"), under which Customer is a "Covered Entity" or "Business Associate" and Iron Mountain is a "Business Associate" of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to Iron Mountain.

Business Associate provides storage and management services with respect to information received from or on behalf of Customer. In most cases, Business Associate does not know the content of information in storage, or whether it constitutes Protected Health Information (as defined below). For purposes of complying with the terms of this BAA, Business Associate shall assume that all information received from or on behalf of Customer pursuant to the Agreement consists of Protected Health Information, except where the compliance with a contractual requirement requires actual knowledge as to whether Protected Health Information is involved, and in such cases Customer, shall advise Business Associate regarding PHI content of specific items in storage, and any other details regarding such PHI necessary for Business Associate's performance of this BAA.

1. Definitions:

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules.

- a. "Breach" shall have the same meaning as set forth in 45 CFR §164.402.
- b. "Business Associate" shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
- c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
- e. "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Agreement.
- f. "Security Incident" shall have the same meaning as set forth in 45 CFR §164.304.
- g. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.
- h. "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to comply with the applicable provisions of HIPAA, the applicable provisions of HITECH and the applicable provisions of the HIPAA Rules and to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
- b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Agreement.
- c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to either: (a) implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate or (b) implement an equivalent alternative measure if reasonable and appropriate.
- d. Business Associate agrees to report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Agreement. Such notification shall be made within five (5) business days and in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific Deposits which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
- e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.

- f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving such PHI within five (5) business days and in accordance with the terms and conditions of the Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.
- g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
- h. Business Associate agrees to make its internal practices, books and records relating solely to the Use and Disclosure of PHI, available to the Secretary, upon Customer's request and with not less than ten (10) days advance written notification, so the Customer may meet the requirements under 45 CFR §160.310.
- i. Business Associate agrees to document and make available to Customer Disclosures of PHI and information related to such Disclosures provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this BAA, Business Associate may (1) Use or Disclose PHI to perform Services for, or on behalf of Customer pursuant to the Agreement; (2) Use PHI for the proper management and administration of Business Associate; (3) Use or Disclose PHI as required by law; or (4) to carry out Business Associate's legal responsibilities, provided that Business Associate shall not assume legal responsibilities, contractual or otherwise, that prevent it from fulfilling its responsibilities under this BAA. .

4. Obligations of Customer.

- a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
- b. This BAA shall only apply to PHI stored by Business Associate in the USA for Customer pursuant to the Agreement. Furthermore, Business Associate shall not store or transfer PHI outside of the continental USA, unless requested to do so by the Customer.
- c. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- e. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. Term and Termination.

- a. Term. The Term shall commence as of the Effective Date set forth above and shall terminate upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer, or (iii) if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 5(c).
- b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching

party shall have the right to terminate this BAA and the Agreement according to the terms of the Agreement, or, if termination is not feasible, shall report the problem to the Secretary of Health and Human Services.

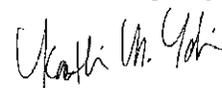
c. Effect of Termination.

- i. Except as provided in Section 5.c.ii. below, upon termination of this BAA, for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Agreement.

6. **Miscellaneous.**

- a. Regulatory References. A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.
- b. Amendment. The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Agreement upon providing not less than thirty (30) days' written notice to the other party.
- c. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.
- d. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- e. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the services, other than through the enforcement of this BAA or the Agreement, or the mutual amendment of same.
- f. Precedence. This BAA shall be interpreted in the order of precedence set forth in the Agreement; provided that any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules.

Approved as to Form and Legal Content:
Iron Mountain Legal Department



Katherine Tobin, Corporate Counsel
Date: 5/2/2014
Customer Name: Cook County

EXHIBIT "C"

BOARD APPROVAL

EXHIBIT "D"

ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

See attached Diversity Supplier Document

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

DIVERSITY SUPPLIER

EFFECTIVE JANUARY 1, 1999, IRON MOUNTAIN INC. HAS ADOPTED A DIVERSITY SUPPLIER PROGRAM. THIS PROGRAM WILL BE PROVIDED TO ALL IRON MOUNTAIN PROCUREMENT SPECIALISTS, CONTRACTORS AND CORPORATE AND CORPORATE DECISION-MAKERS AS A SOURCING TOOL FOR SUPPLIER MANAGEMENT AND INDIVIDUAL PROCUREMENT REQUIREMENTS. IRON MOUNTAIN WILL PROVIDE THE REPORTS FOUND IN THE RELATED LINKS SECTION TO ALL UPPER-MANAGEMENT OFFICIALS ON A QUARTERLY BASIS. THE DIVERSITY SUPPLIER PROGRAM WILL BE ADMINISTERED BY THE PROCUREMENT DEPARTMENT OF IRON MOUNTAIN, INC. LOCATED IN BOSTON, MA.

STRENGTHENING THE MINORITY, WOMEN AND SMALL DISADVANTAGED OWNED BUSINESS COMMUNITY, AS WELL AS THE SMALL BUSINESS COMMUNITY, ECONOMICALLY CONTRIBUTES TO THE OVERALL ECONOMIC GROWTH AND EXPANSION OF OUR MARKETS. THEREFORE, IT IS AN IRON MOUNTAIN INC. COMPANY-WIDE POLICY TO OFFER MINORITY, WOMEN AND SMALL DISADVANTAGED OWNED BUSINESSES AN OPPORTUNITY TO COMPETE ON AN EQUAL BASIS WITH ALL OTHER BIDDERS. IN ADDITION, IRON MOUNTAIN, INC. WILL ASSIST IN DEVELOPING AND STRENGTHENING THE AFOREMENTIONED BUSINESS TYPES.

WE HAVE PROVIDED COOK COUNTY WITH A LIST OF ALL OF IRON MOUNTAIN'S DIVERSITY SUPPLIERS AND THE 2012 SPEND. WE ANTICIPATE 2013 SPEND TO BE SIMILAR OR HIGHER.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect *See attached Diversity Supplier Document*
Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

_____ Signature (M/WBE)	_____ Signature (Prime Bidder/Proposer)
_____ Print Name	_____ Print Name
_____ Firm Name	_____ Firm Name
_____ Date	_____ Date

Subscribed and sworn before me this ____ day of _____, 20____.	Subscribed and sworn before me this ____ day of _____, 20____.
Notary Public _____	Notary Public _____
SEAL	SEAL

DIVERSITY SUPPLIER

EFFECTIVE JANUARY 1, 1999, IRON MOUNTAIN INC. HAS ADOPTED A DIVERSITY SUPPLIER PROGRAM. THIS PROGRAM WILL BE PROVIDED TO ALL IRON MOUNTAIN PROCUREMENT SPECIALISTS, CONTRACTORS AND CORPORATE AND CORPORATE DECISION-MAKERS AS A SOURCING TOOL FOR SUPPLIER MANAGEMENT AND INDIVIDUAL PROCUREMENT REQUIREMENTS. IRON MOUNTAIN WILL PROVIDE THE REPORTS FOUND IN THE RELATED LINKS SECTION TO ALL UPPER-MANAGEMENT OFFICIALS ON A QUARTERLY BASIS. THE DIVERSITY SUPPLIER PROGRAM WILL BE ADMINISTERED BY THE PROCUREMENT DEPARTMENT OF IRON MOUNTAIN, INC. LOCATED IN BOSTON, MA.

STRENGTHENING THE MINORITY, WOMEN AND SMALL DISADVANTAGED OWNED BUSINESS COMMUNITY, AS WELL AS THE SMALL BUSINESS COMMUNITY, ECONOMICALLY CONTRIBUTES TO THE OVERALL ECONOMIC GROWTH AND EXPANSION OF OUR MARKETS. THEREFORE, IT IS AN IRON MOUNTAIN INC. COMPANY-WIDE POLICY TO OFFER MINORITY, WOMEN AND SMALL DISADVANTAGED OWNED BUSINESSES AN OPPORTUNITY TO COMPETE ON AN EQUAL BASIS WITH ALL OTHER BIDDERS. IN ADDITION, IRON MOUNTAIN, INC. WILL ASSIST IN DEVELOPING AND STRENGTHENING THE AFOREMENTIONED BUSINESS TYPES.

WE HAVE PROVIDED COOK COUNTY WITH A LIST OF ALL OF IRON MOUNTAIN'S DIVERSITY SUPPLIERS AND THE 2012 SPEND. WE ANTICIPATE 2013 SPEND TO BE SIMILAR OR HIGHER.

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

Please see attached Waiver Request Document

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

See a Attached Good Faith Efforts Document

Waiver Request Document

The main source of revenue at Iron Mountain comes from the storage of customer assets and records in our facilities. These activities are neither labor intensive nor suitable for subcontracting due to the sensitivity of the information and the security requirements of our customers. These security concerns extend to our internal courier force which requires extensive background and personal reliability validations, and again significantly limits the use of subcontractors for these activities.

While Iron Mountain's core businesses do not lend themselves to direct subcontracting opportunities, Iron Mountain continues to make efforts to identify and subcontract to minority and women-owned businesses for support services, including those listed in the chart below.

Product/Service Category		
Construction Services/Management	Courier/Mailing Service	Employment Agencies/Temporary Personnel
Conferences/Trade Shows	Facilities Services	Equipment Rental
Food Services	Promotional Items	Office Repairs
Printing Services/Business Cards	Storage Equipment/Supplies	Software/Software Design
Security Service	Vehicle Leasing	

Iron Mountain adopted a Diversity Supplier Program in January 1999. This Program is administrated by Iron Mountain's Global Procurement Department located in Boston, MA, and requires procurement staff, contractors and corporate decision-makers to consider use of minority, women-owned and small disadvantaged business suppliers ("diversity suppliers") for applicable procurement needs.

Iron Mountain maintains records identifying the total dollars expended with diversity suppliers within 8 categories: Minority Owned Business, Women Owned Business, Veteran Owned Business, Service Disabled Veteran Business, HUBZone Business, 8(a) Business, Small Disadvantaged Business and Small Business. The Diversity Supplier Coordinator updates the diversity supplier database and monitors the spend with such suppliers quarterly. These measurements, along with reports identifying the names of all diversity suppliers, total dollars subcontracted to diversity suppliers (current quarter and year to date), percentage of total subcontracted dollars and variances to prior quarter are reported quarterly.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name NIA Address SDD

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: XSDJ No: _____

b) If yes, list business addresses within Cook County:

Iron Mountain has 1000 facilities worldwide.
Attached please find a list of Iron Mountain
property in Cook County

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: XSDJ

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): Please see attached
real estate list

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

Cook County Collector				
Chicago Locations				
preliminary/estimate				
Property Index Number	Amount	Property Address		
08-35-403-020-0000		2155 Pratt Blvd - 2255 Pratt	A	1
16-24-204-002-0000		1301 S Rockwell St - 1301 S Rockwell	C	2
16-24-204-003-0000		1333 S Rockwell St - 1320 S Rockwell	B	3
16-24-209-026-0000		1306 S Rockwell St - 1301 S Rockwell	C	4
16-24-209-027-0000		1308 S Rockwell St - 1304 S Rockwell	C	5
16-24-209-028-0000		1310 S Rockwell St - 1301 S Rockwell	C	6
16-24-209-029-0000		1312 S Rockwell St - 1301 S Rockwell	C	7
16-24-209-030-0000		1314 S Rockwell St - 1301 S Rockwell	C	8
16-24-209-031-0000		1318 S Rockwell St - 1301 S Rockwell	C	9
16-24-209-032-0000		1320 S Rockwell St - 1320 S Rockwell	B	10
16-24-209-035-0000		1330 S Rockwell St - 1320 S Rockwell	B	11
16-24-209-036-0000		1332 S Rockwell St - 1320 S Rockwell	B	12
16-24-209-037-0000		1332 S Rockwell St - 1320 S Rockwell	B	13
16-24-209-038-0000		1336 S Rockwell St - 1320 S Rockwell	B	14
16-24-209-039-0000		1338 S Rockwell St - 1320 S Rockwell	B	15
16-24-209-051-0000		1322 S Rockwell St - 1320 S Rockwell	B	16
16-24-209-052-0000		1324 S Rockwell St - 1320 S Rockwell	B	17
16-24-209-053-0000		1322 S Rockwell St - 1320 S Rockwell	B	18
16-24-209-054-0000		1326 S Rockwell St - 1320 S Rockwell	B	19
20-06-100-007-0000		2221 W Pershing Rd - 2211 W Pershing	D	20
20-06-100-008-0000		2201 W Pershing Rd - 2211 W Pershing	D	21
20-06-100-088-0000		2287 W Pershing Rd - 2211 W Pershing	D	22
19-24-203-001-0000		1201 S Talman Ave - 1319 S Talman	G	23
19-24-204-004-0000		2572 W Ogden Ave - 2552 W Ogden Ave	F	24
16-24-204-005-0000		2562 W Ogden Ave - 2552 W Ogden Ave	F	25
16-24-204-006-0000		2580 W Ogden Ave - 2552 W Ogden Ave	F	26
16-24-204-007-0000		2558 W Ogden Ave - 2552 W Ogden Ave	F	27
16-24-204-008-0000		2556 W Ogden Ave - 2552 W Ogden Ave	F	28
16-24-204-009-0000		2542 W Ogden Ave - 2552 W Ogden Ave	F	29
16-24-209-001-0000		1239 S Talman Ave - 1319 S Talman	G	30
16-24-209-010-0000		1311 S Talman Ave - 1319 S Talman	G	31
16-24-209-017-0000		1327 S Talman Ave - 1319 S Talman	G	32
16-24-209-018-0000		1329 S Talman Ave - 1319 S Talman	G	33
16-24-209-019-0000		1331 S Talman Ave - 1319 S Talman	G	34
16-24-209-050-0000		1287 S Talman Ave - 1319 S Talman	G	35
17-28-111-001-0000		2401 S Halsted St - 2425 S Halsted St	E	36
17-28-111-023-0000		2423 S Halsted St - 2425 S Halsted St	E	37
17-28-111-025-0000		2429 S Halsted St - 2425 S Halsted St	E	38
17-28-111-026-0000		2429 S Halsted St - 2425 S Halsted St	E	39
17-28-111-028-0000		2421 S Halsted St - 2425 S Halsted St	E	40
17-28-111-031-0000		2401 S Halsted St - 2425 S Halsted St	E	41
17-28-111-032-0000		2401 S Halsted St - 2425 S Halsted St	E	42
17-28-111-033-0000		2405 S Halsted St - 2425 S Halsted St	E	43
\$1 x 43 PINS		pg 5 instructions enhanced processing fee	G	
Wire Transfer Amount				
Total				
	\$	-	A	2255 PRATT
	\$	-	B	1320 S ROCKWELL
	\$	-	C	1301 S ROCKWELL
	\$	-	D	2211 W PERSHING
	\$	-	E	2425 S HALSTED
	\$	-	F	2552 W OGDEN
	\$	-	G	1319 S TALMAN
	\$	\$0.00		

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [] Original Statement or [] Amended Statement

Identifying Information:

Name: Iron Mountain Inc. D/B/A: Iron Mountain Information Management LLC EIN NO.: 23-2588479

Street Address: 745 Atlantic Avenue

City: Boston State: MA Zip Code: 02111

Phone No.: 1 800 899 4766

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>Please see attached document for a list of names.</u>		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
		<u>745 Atlantic Ave. Boston MA 02111</u>

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
<u>Iron Mountain Information Management LLC is a subsidiary of Iron Mountain Inc. Primary address for both are the same.</u>			

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

STEVEN D JAMES
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

STEVEN.JAMES@IRONMOUNTAIN.COM
E-mail address

Title

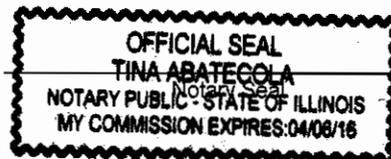
2/30/14
Date

Phone Number

Subscribed to and sworn before me this 30 day of April, 2014

x [Signature]
Notary Public Signature

My commission expires: 4-6-16



Financial Tear Sheet

Iron Mountain Incorporated (NYSE:IRM) is the global leader for information protection and storage services. We deliver the expertise our customers seek for reducing the costs and mitigating the risks associated with the protection and storage of their information assets. Our financial model is based on the recurring nature of our revenues. The predictability of this revenue stream and the resulting operating income before depreciation and amortization (OIBDA) allow us to operate with a high degree of financial leverage. Our business has the following financial characteristics:

- Recurring revenues;
- Historically non-cyclical storage business;
- Inherent growth from existing physical records customers;
- Diversified and stable customer base; and
- Capital expenditures related primarily to growth.

Our goal has always been, and continues to be, to increase OIBDA in relation to capital invested. The long-term nature of our assets, allows us to maintain an extended strategic planning horizon. Therefore we are reinvesting in the business currently to drive growth over the long-term.

Stock Quote

NYSE:IRM

Exchange NYSE (US Dollar)

Price 28.06

Change (%) +0.00(+0%)

Volume 752,200

Intraday High 28.10

52 Week High 39.71

Intraday Low 27.87

52 Week Low 25.03

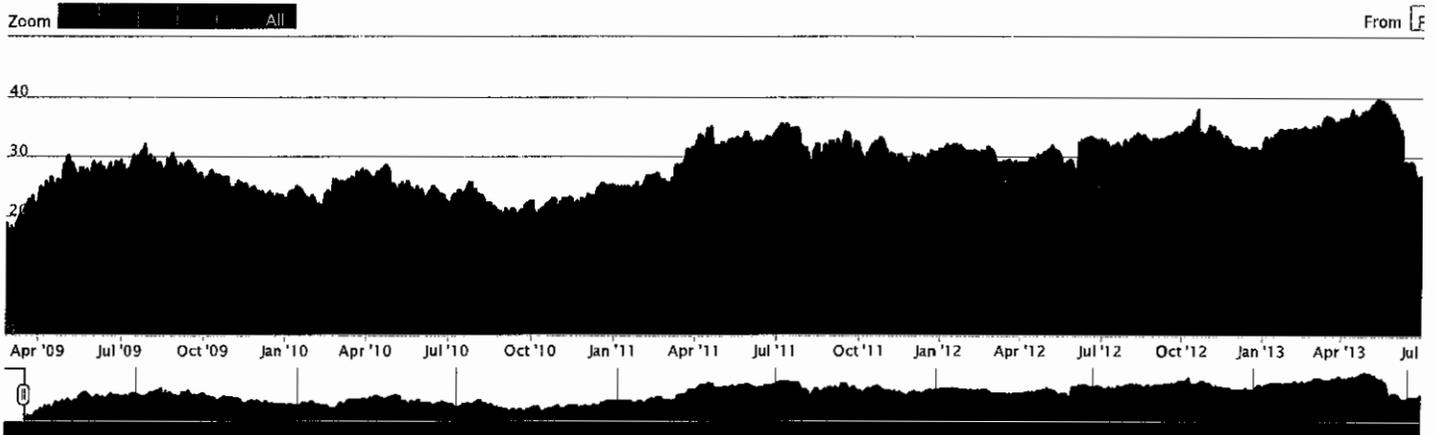
Today's Open 27.96

Previous Close 28.06

Apr 29, 2014 05:00 PM Pricing delayed 20 minutes

Stock Chart

Iron Mountain
Stock Chart



Recent Headlines



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Iron Mountain Information Management LLC Phone: 847 466 9149

Business Entity Address: 1565 Hunter Rd. Hanover Park, IL 60133

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.	<u>N/A SDS</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature] _____ Date 4/30/14

Subscribe and sworn before me this 30 Day of April, 2014

a Notary Public in and for DuPage County

[Signature]
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 4-6-16

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602



**SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Iron Mountain Information Management LLC

BUSINESS ADDRESS: 745 Atlantic Ave Boston MA 02111

BUSINESS TELEPHONE: 800 899 4766 FAX NUMBER: 617 540 9964

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: 23 2588 479

MANAGING MEMBER: Steve James MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: [Signature]

ATTEST: Tina Abatecola

Subscribed and sworn to before me this
30 day of April, 2014

x Tina Abatecola
Notary Public Signature



Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

John E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 12 DAY OF June, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1441-13486

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ **341,014.38**
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

MAY 21 2014

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

COM _____



CONTRACT PURSUANT TO RFP

SERIAL 10097-RFP

This Contract is entered into this 15th day of December, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Iron Mountain, an Arizona corporation ("Contractor") to provide off-site storage and related services for the inactive and semi-inactive records of County departments to ensure legal and regulatory compliance as well as security and cost-effective access to records.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 15th day of December, 2010 and ending the 31st day of December, 2015.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for fee adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." All fees shall be added to or deducted from transaction amount.
- 3.2 INVOICES AND PAYMENTS (EQUIPMENT AND NON CARD TRANSACTIONS):
 - 3.2.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity of transactions and transaction numbers

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 21 2014

COM _____

- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

- 3.2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order
- 3.2.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 3.2.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 4.2 Governmental Orders: Contractor is authorized to comply with any subpoena or similar order related to the Deposits, provided that Contractor notifies County promptly upon receipt thereof, unless such notice is prohibited by law. County shall pay Contractor's applicable charges set forth in a Schedule(s) for such compliance. Contractor will cooperate with County's efforts to quash or limit any subpoena, at County's expense. County acknowledges that its shipments may be subject to inspection by federal, provincial or local government entities ("Government Inspectors"), and County authorizes Contractor to fully cooperate with such inspections. Contractor shall bear no responsibility for loss or damage to Deposits, or containers housing such Deposits, caused by Government Inspectors.
- 4.3 Audit/Inspection: Upon not less than ten (10) business days' advance written notification by the County and no more frequently than once a year (except if an audit reveals a material breach by Vendor then County may conduct a reasonable number of audits per year), Vendor agrees that the County shall have the right, at its cost and expense, to inspect Vendor's books and records which provide substantiation of the performance of services by Vendor to County relating to charges which are set forth in invoices issued by Vendor to County. Notwithstanding the above, if County's request for audit occurs during Vendor's quarter or year end, or such other time during which Vendor cannot reasonably accommodate such request, the parties shall mutually agree on an extension to the ten business days advance written notification. Nothing contained herein will allow County to review data pertaining to other Vendor customers or proprietary information related to Vendor's security programs. If County elects to have its authorized representative perform such inspection, the authorized representative, excluding any federal or state agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to Vendor. Vendor reserves the right to refuse access to any person who is or represents a competitor of Vendor. While County and/or its authorized representatives are on Vendor premises, they must comply with the Vendor safety and security policies.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION; LIMITATION OF LIABILITY:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to,

attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the gross negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any gross negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

- 5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 5.1.3 The scope of this indemnification does not extend to the sole negligence of County.
- 5.1.4 **Liability in the Event of Loss of, or Damage to, Stored Materials:** Contractor shall not be liable for any loss or destruction of, or damage to, any County materials stored by Contractor ("Deposits"), including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, however caused, unless such loss or damage resulted from the failure by Contractor to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Contractor's damages is limited as follows: (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.04 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Deposits are not insured by Contractor against loss or damage, however caused. County may insure Deposits through third party insurers for any amount, including amounts in excess of the limitation of liability. County shall cause its insurers of Deposits to waive any right of subrogation against Contractor. If Deposits are placed in the custody of a common carrier for transportation by the County, Contractor will not be responsible for any loss or destruction of, or damage to, such deposits while in the custody of the common carrier. If the common carrier is performing as a subcontractor for the Contractor, the Contractor may be liable for damages as contained herein and in accordance with all other terms of the contract. County acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.
- 5.1.5 **Liability for Non-Storage Services:** With respect to services not related to the storage of Deposits, which shall include but is not limited to scanning and shredding, Contractor shall not be liable for any loss or default unless such loss or default is due to the negligence of Contractor. If liable, Contractor's maximum liability with respect to services not related to storage is the amount paid by County for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six (6) months of fees paid by County for such service.
- 5.1.6 **No Consequential Damages, etc.:** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

5.2 **INSURANCE REQUIREMENTS:**

- 5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said policy meets minimum coverage as required by this contract.

- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention.
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.9 **Commercial General Liability.**
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 5.2.10 **Automobile Liability.**
Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 5.2.11 **Workers' Compensation.**
5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

5.2.13.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.13.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract. County's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Iron Mountain
Attn: Donna Morris
4449 S. 36th Street
Phoenix, AZ 8540

5.5 REQUIREMENTS CONTRACT:

5.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any services will be required (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be provided sixty (60) days advance notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.7 TERMINATION FOR DEFAULT:

5.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the material failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned. The Procurement Officer shall provide thirty (30) days written notice of the termination and the reasons for it to the Contractor. The Contractor shall be given thirty (30) days to cure prior to any termination pursuant to this section.

5.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.7.3 The County may, upon termination for default of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other

party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.14 RETENTION OF RECORDS:

5.14.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.14.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.16 ALTERNATIVE DISPUTE RESOLUTION:

5.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.16.1.1 Render a decision;

5.16.1.2 Notify the parties that the exhibits are available for retrieval; and

5.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 5.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 5.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
- 5.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 5.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 5.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- 5.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 5.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 5.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.23 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, similar rates should be extended to Maricopa County.

5.24 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.25 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.26 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County.

5.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.27.1 Exhibit A, Pricing;

5.27.2 Exhibit B, Scope of Work; and

5.27.3 Exhibit C, Iron Mountain Storage Locations for Maricopa County

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

[Signature]
AUTHORIZED SIGNATURE

John F. Smith Territory Vice President, Iron Mountain
PRINTED NAME AND TITLE

4449 S. 36TH ST. Phoenix, AZ. 85040
ADDRESS

12/8/10
DATE

MARICOPA COUNTY

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

DEC 15 2010
DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD

DEC 15 2010
DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

Dec 15 2010
DATE

Approved as to Form and Content:	
Iron Mountain Legal Department	
By:	<u>[Signature]</u>
Name:	<u>Omair Kazim</u>
Title:	<u>Corporate Counsel</u>
Date:	<u>12/08/10</u>

**EXHIBIT A
PRICING**

SERIAL 10097
NIGP CODE: 958 82
RESPONDENT NAME:
VENDOR NUMBER :
ADDRESS:

Iron Mountain
4449 S. 36th St.
Phoenix, AZ 85040

P.O. ADDRESS:
TELEPHONE NUMBER:
FACSIMILE NUMBER:
WEB SITE:
REPRESENTATIVE:
REPRESENTATIVE E-MAIL:

602-252-1570
602-437-1712
www.ironmountain.com
Nick Farrer
nick.farrer@ironmountain.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[x]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[x]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[]	[x]	%
FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.			

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO
CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|---|--------------------------------------|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 4% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| | <input type="checkbox"/> 2% 10 DAYS | |
| <input checked="" type="checkbox"/> NET 30 DAYS | NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE
REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT
AWARD.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax
applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY
BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE
TERMS AND CONDITIONS SET FORTH HEREIN.

1.1 Storage, Access & Retrieval (up to 200,000)	1-200,000 cu.ft.	200,001 - 500,000 cu.ft.	500,001 - unlimited cu.ft.
1.1.1 Storage - non climate controlled	\$.135	\$0.13	\$0.12
1.1.2 Storage - non climate controlled, highly-confidential	\$.135	\$0.13	\$0.12
1.1.3 Storage - climate controlled	\$.155	\$0.15	\$0.14
1.2 RETRIEVAL	STANDARD (up to 25,000/yr)	PRIORITY (up to 2500/yr)	RUSH (up to 1000/yr)
1.2.1 Retrieval - Box	\$1.04	\$ 1.04	\$ 2.92
1.2.2 Retrieval - File	\$ 1.35	\$ 1.35	\$ 3.50
1.2.3 Retrieval - Document	\$ 1.35	\$ 1.35	\$ 3.50
1.2.4 Retrieval - Scanned image via email/fax/web (\$/page)	\$.02 plus labor	\$.02 plus labor	\$.02 plus labor
1.2.5 Microfilm	\$ 1.35	\$ 1.35	\$ 3.50
1.2.6 X-Ray	\$ 1.35	\$ 1.35	\$ 3.50
1.2.7 Magnetic Media	\$.07	\$.07	\$.07
1.2.8 Transport	\$.23	\$.23	\$.23
After-hours delivery charge	\$ 40.00	\$ 40.00	\$ 40.00

**EXHIBIT A
PRICING**

1.3 REFILE	
1.3.1 Box	\$ 1.04
1.3.2 File	\$ 1.35
1.3.3 Document	\$ 1.35
1.3.4 Microfilm	\$ 1.35
1.3.5 X-Ray	\$ 1.35
1.3.6 Magnetic Media	\$.07
1.3.7 Transport	\$.25
1.4 ADD RECORDS - paper (\$/cu ft)	
1.4.1 Data-entry:	\$.92
1.4.2 Edits:	\$.78
1.4.3 Pick-up	\$ 0
1.5 ADD RECORDS - electronic	
1.5.1 Scanning	\$.02 per page + labor
1.5.2 Indexing	\$.20
1.5.3 Microfilm	\$.20
1.5.4 Magnetic Media	\$.144
1.5.5 X-Ray	\$.48

1.6 DESTRUCTION	On-Site	Vendor Facility
1.6.1 Highly-Confidential Shredding (\$/cu. ft.)	\$2.52	\$2.35
1.6.2 Non-confidential Recycling (\$/ cu.ft.)	\$2.52	\$2.35
1.6.3 Destruction/Recycle Bins placed on-site (per bin/month)	\$3.00	\$NA
1.6.4 Destruction notifications:	\$0	\$
1.6.5 Start-up Destruction	\$0	\$
1.6.6 On-site Shredding Event (2x/yr)	FREE	\$
1.6.7 Secure Shredding Microfilm/Tapes/CDs (e-media/plastic)	\$.80 LB	\$
1.6.8 Recycling Microfilm/Tapes/CDs (e-media/plastic)	\$NA	\$

1.7 REPORTS	
1.7.1 Master Inventory	\$0
1.7.2 Files Retrieved	\$0
1.7.3 Listing of Refiles	\$0
1.7.4 Listing of boxes eligible for destruction	\$0
1.7.5 Listing of Files destroyed	\$0
1.7.6 Listing of new accessions	\$0
1.7.7 Usage Report	\$0

1.8 INTERNET/WEB-BASED CAPABILITIES	
1.8.1 Software	\$0
1.8.2 License fee	\$0
1.8.3 Maintenance	\$0
1.8.4 Web based file management	\$0
1.8.5 Data conversion (\$/hr)	\$28.00 + price per image
1.8.6 Back-file conversion (scanning)	\$28.00 + price per image
1.8.7 Indexing	0.01 per character

1.9 MAGNETIC MEDIA	
1.9.1 Hanging Tape/Reserved Slots - cost per tape or slot per month	\$0.14
1.9.2 In/Out pulls - Cost per each movement — in/out	\$0.07
1.9.3 Open storage transport containers (3420 reel, 10/container). Cost per container per month.	\$5.77
1.9.4 Open storage transport containers (3420 reel, 20/container). Cost per container per month.	\$5.77
1.9.5 Open storage transport containers for 4mm/8mm tapes. Cost per container per month.	\$5.77
1.9.6 Closed storage containers (3420 reel, 10/container). Cost per container per month.	\$4.48
1.9.7 Closed storage containers (3420 reel, 20/container). Cost per container per month.	\$9.32
1.9.8 Closed storage containers (3420 reel, 20/container). Cost per container per month.	\$9.32
1.9.9 Closed storage containers for 4mm/8mm tapes. Cost per container per month.	\$4.48
1.9.10 Closed storage containers for 5.25" CD Disks 15-20/container. Cost per container per month.	\$9.32

**EXHIBIT A
PRICING**

1.9.11 Closed storage containers for 12" CD Disks - 15-20/container. Cost per container per month.	\$9.32
1.9.12 Closed storage containers for universal media. Cost per container per month.	\$4.48

Include description of container including dimensions and material 17.5x13.25x6
Polyethylene. Other sizes available

1.10 MAGNETIC MEDIA PICK-UP AND DELIVERY SERVICE

1.10.1 Daily Service (M-F)	\$290
1.10.2 Weekly pickup and delivery service	\$97
1.10.3 2 times per week	\$194
1.10.4 3 times per week	\$235
1.10.5 4 times per week	\$270
1.10.6 5 times per week	\$290
1.10.7 6 times per week	\$310
1.10.8 7 times per week	\$330
1.10.9 Monthly pickup and delivery service (per container /month)	See above for container handling
1.10.10 Unscheduled Pick-up and delivery service. Cost per request.	
1.10.11 Emergency pick-up and delivery service. Cost per request.	\$75.00
1.10.12 Minimum Account Billing per month.	\$95
1.10.13 Administration fee per month.	\$15.00
1.10.14 Destruction (with certificate of destruction)	\$0.80
1.10.15 Library Moves or Disaster Recovery Testing	See quote per event

1.11 OTHER

1.11.1 Labor - data entry (per hour)	\$25.00
1.11.2 Labor - general (per hour)	\$25.00
1.11.3 Boxes: 1.2cu ft (per each)	\$2.00
1.11.4 Additional Services provided - please explain	\$
1.11.4.1 Laptop Backup and Recovery	\$12 per set per month
1.11.4.2 Server Backup and Recovery 30 day retention	\$5 per GB per month
	\$
1.11.5 Shred Minimum per stop	\$10.00
1.11.6 Shred 1-4 consoles	\$4.00
1.11.7 Shred 1-4 65 gallon	\$6.00
1.11.8 Shred 5-9 Consoles	\$3.00
1.11.9 Shred 5-9 65 gallon	\$5.00
1.11.10 Shred 10+ Consoles	\$2.00
1.11.12 Shred 10+ 65 Gallon	\$4.00

1.12 Fuel Surcharge (<http://cic.ironmountain.com/records/fuel/>)

	At Least	But Less Than	Surcharge (Percentage)
1.12.1	\$0.001	\$2.545	0.00
1.12.2	\$2.546	2.645	0.60
1.12.3	\$2.646	\$2.745	1.20
1.12.4	\$2.746	\$2.845	1.80
1.12.5	\$2.846	\$2.945	2.40
1.12.6	\$2.946	\$3.045	3.00
1.12.7	\$3.046	\$3.145	3.60
1.12.8	\$3.146	\$3.245	4.20
1.12.9	\$3.246	\$3.345	4.80
1.12.10	\$3.346	\$3.445	5.40
1.12.11	\$3.446	\$3.545	6.00
1.12.12	\$3.546	\$3.645	6.60
1.12.13	\$3.646	\$3.745	7.20
1.12.14	\$3.746	\$3.845	7.80
1.12.15	\$3.846	\$3.945	8.40
1.12.16	\$4.000	\$8.000	15.00

EXHIBIT B**SCOPE OF WORK**

2.1 OFF-SITE STORAGE and GENERAL REQUIREMENTS

- 2.1.1 In order to ensure uniformity in pricing, a standard storage box with a separate lid having outside dimensions of 10.25" x 12.75" x 16" and volume of 1.2 cubic ft shall be billed and priced as 1.2 cubic feet. No other method shall be used for bid pricing or billing.
- 2.1.2 It is the vendor's responsibility to keep the County Records Manager informed of the quantities and locations of all stored records, unless otherwise prohibited by court order, or to do so would violate attorney/client privilege. These facilities must be open to inspection by the County Records Manager or authorized representative during normal business hours.
- 2.1.3 Contractor will provide a listing of all possible locations where County records may be stored. At all times the County Records Manager shall have access to complete and accurate information regarding the quantities of deposits maintained by Contractor. (See Exhibit C)
- 2.1.4 All proposed storage facilities should meet environmental, security and fire detection standards listed in NFPA 232.
- 2.1.5 Vendor must have the ability to provide monthly reports (online or hard-copy) of all activity, including new records transferred to storage, records requested and delivered, including dates and department information, status of records (in, out, date returned, etc.), documents destroyed, and any other data that may pertain to the movement of records is required.
- 2.1.6 In the event the vendor finds it necessary to relocate County records to another location, the vendor must obtain authorization from the County Records Manager prior to relocating any county records. The vendor will assume all related costs.
- 2.1.7 Vendor shall maintain inventory control for each container stored for each organizational unit using the storage facility. The vendor may utilize any type of carton numbering scheme as long as all cartons are identified individually. The vendor's internal control system shall allow for accurate tracking of relocated cartons. An automated inventory and control system is required in order to track the flow of records within the commercial records center from receipt through disposal, including but not limited to, department name/number, records series, period covering, destruction date, date received by vendor, box number, and record type (box, book, x-ray jacket, microfilm, etc.) X-ray jackets shall be maintained in terminal digit order by year on open shelving. It is the vendor's responsibility to keep the County Records Manager informed of the quantities and locations of stored records, unless otherwise prohibited by the court order, or to do so would violate attorney/client privilege.
- 2.1.8 The contractor shall provide, operate and host a secure web site connected to its tracking system to track County records in storage as well as records that have been delivered to County agencies in response to retrieval requests. The web site shall use the Secure Sockets Layer (SSL) protocol for all data communication between County agencies and the inventory database, provide for strong access control (multiple users within an agency having different degrees of access) and include robust identity management.
- 2.1.9 At a mutually agreed upon time, at the onset and annually thereafter, the vendor providing off-site records storage shall perform a thorough review of all stored records to provide recommendations and assist the County in the efficient control and management of public records. Upon completion of the initial review, the vendor will provide a one-time secure shred of all stored records which are currently eligible for destruction.

- 2.1.10 At the County's request, the vendor will conduct no less than two major on-site events annually; at specified County locations whereby County agencies can bring records not currently stored off-site and be provided access to secure destruction of on-site records.
- 2.1.11 The contractor's request for authorization to re-box records shall be accompanied by a list of the boxes or containers, an explanation of the need to re-box or move the records and, upon request by the agency, the number file retrievals performed and photographs illustrating any damage to the box or container. Should the damage to a box or container result from handling by the storage contractor or its sub-contractors, the costs of moving the records to a new box or container shall be assumed by the contractor. No records shall be re-boxed or moved to another container without the written permission of the agency. Under no conditions will the County pay for moving records from one box or container to another without its written permission.
- 2.1.12 Restrictions on Materials; County Premises: County shall not store with Contractor nor deliver to Contractor for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. County shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All County premises where Contractor's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.

2.2 ACCESS AND RETRIEVAL

- 2.2.1 Delivery and pick-up of records shall be at multiple locations in Maricopa County; mostly within the Phoenix metropolitan area. The County reserves the right to establish pick-up and delivery schedules as needed. Pickup service shall be available Monday through Friday from 7:00 a.m. to 6:00 p.m.
- 2.2.2 Retrievals shall be delivered to the organizational unit by courier, fax, "will call," or electronic delivery of images; with the method of delivery to be determined by the organizational unit. There shall be an available customer service area at the vendor's location to allow for auditors or other researchers to review large numbers of records. The County reserves the right to use a third party mail delivery service for file retrieval and returns.
- 2.2.3 Prices for retrievals shall be inclusive of any additional charges including but not limited to handling fees, administrative fees, file fees, search fees, etc. (Fuel fees??)
- 2.2.4 Standard Delivery -- Regularly scheduled or requested pick-ups, deliveries and returns must be accomplished with next-day delivery when an order is placed by 3:00 pm. Standard delivery should be completed before 2:00 pm, Monday through Friday. Records should be returned to storage within a similar timeframe. This type of request occurs almost daily.
- 2.2.5 Priority Delivery -- Non-routine delivery of records must be accomplished within 4 hours, 8:00 am to 5:00 pm, Monday through Friday. This type of requests occurs occasionally.
- 2.2.6 Rush Delivery -- Emergency evening and weekend deliveries of records must be accomplished within 4 hours, 24 hours a day, 7 days a week, as needed. This type of request occurs very infrequently, but is vital to the continuity of government in case of a local emergency or disaster.
- 2.2.7 In case of a regional event, delivery times will be based on a mutually agreeable timeframe between vendor and the County.
- 2.2.8 Electronic Delivery -- In addition to physical record delivery, vendor should have the ability to provide fax or scan-on-demand services for retrieval requests submitted by County agencies. Electronic delivery must be through a secure FTP site, encrypted email, or accessed via a web-based portal requiring authorized individuals to log-on.

- 2.2.10 Scanning services will be for scan on demand retrieval request and/or retention only. Delivery of the imaged retrieval request should conform to standard, rush and emergency delivery. Typical scanning parameters for most office documents are 300 pixels per inch (PPI) x 300 PPI, bi-tonal. All scanned images shall be quality-controlled in accordance with the requirements of ANSI/AIIM MS44 "Recommended Practice for Quality Control of Image Scanners"
- 2.2.11 All scanned records shall be searchable by pre-defines index fields ("metadata"), which shall also be incorporated in the file header.
- 2.2.12 The vendor will supply documentation for each retrieval, track each retrieval by file or box retrieved, the organizational unit requesting the retrieval, and the individual requesting the retrieval. No information or document is to be given to other than an authorized, officially identified employee of the department to which the records belong. The vendor will be given a list of employees, per department, authorized to conduct business, including requesting files, organizing pick-ups, etc.
- 2.2.13 Re-files shall be performed on demand and each re-file shall be replaced into the container from which it was retrieved.
- 2.2.14 There will be no "permanent removal charge" applied to any item removed from storage for any reason and not returned. The vendor shall only charge for retrieval of the item and delivery of the item if applicable. The organizational unit shall notify the vendor of its intent to permanently remove the file or files and the vendor will remove that file from the organizational unit's inventory listing at no charge.

2.3 DESTRUCTION & DISPOSITION

- 2.3.1 The vendor must have the ability to provide service on a routine (monthly, weekly, or bi monthly) basis, and on-call when special requirements are identified, and should be able to provide destruction services on site at County locations when requested.
- 2.3.2 The vendor should also have the ability to provide secure destruction services from media other than paper, with specific pricing identified. Other media should include, but is not limited to: microfiche, microfilm, CD-ROMs, and audio tapes, and magnetic media.
- 2.3.3 Records shall be destroyed only in accordance with records retention schedules approved by the Arizona State Library, Archives and Public Records pursuant to A.R.S. § 41-1347 and § 41-1351. The vendor shall provide written notification for records eligible for destruction at the request of the County Records Manager or the department. Records shall not be destroyed without written concurrence by the organizational unit from which the records were received and the County Records Manager.
- 2.3.4 The method of destruction shall be approved by the County Records Manager and the Arizona State Library, Archives and Public Records. Destruction methods for "public" records (normally available to the general public) may include recycling, landfill or a more thorough destruction method. Confidential records shall be shredded, masticated, burned or any other method completely annihilating the records.
- 2.3.5 X-Ray files will be purged annually. These records are in terminal digit order and separated by year by Maricopa County Medical Center staff prior to pickup. Cartons for transporting the x-ray files will be supplied by the vendor or a third party company. The vendor shall propose a process for the purging and disposition of x-ray files including notification of files eligible for destruction, disposal of the paper products associated with the file and the coordination of film pickup by a silver reclamation company.
- 2.3.6 Maricopa County reserves the right to destroy County records itself or to have a third party destruction company pick up records from vendor's location(s) to have records destroyed in

accordance with records retention schedules approved by the Arizona State Library, Archives and Public Records.

- 2.3.7 When confidential records (not for public viewing) have been given authorization to be destroyed per the organization unit's retention schedule, that organizational unit may reserve the right to witness the destruction process.
- 2.3.8 Under no circumstances shall the contractor destroy or permanently withdraw from storage any County records without written instruction from the County Records Manager, or the Director of Materials Management. As used in this context, "written instruction" means an original letter on agency letterhead signed by an authorized agency official. Instructions provided by email messages or other means do not qualify.
- 2.3.9 The Contractor shall maintain strict control procedures to safeguard confidential County records throughout the destruction process. Such records shall be maintained in a secure area until the final disposition process is completed and transported to the destruction site in a secure vehicle, so as to ensure a certified beginning-to-end chain of custody.
- 2.3.10 The Contractor shall make every reasonable effort to complete requests for destruction within 30 days of receiving final approval. In the event destruction cannot be completed within 30 days, the County may authorize additional charges. Storage fees for records awaiting destruction shall cease on the 31st calendar day.
- 2.3.11 The Contractor shall establish a "records destruction hold" system to ensure that specified records are not destroyed until written authorization is received from the County Records Manager.
- 2.3.12 A certificate of destruction shall be completed for all records destroyed using a format approved by the County Records Manager and the Arizona State Library, Archives and Public Records. The certificate of destruction shall not be completed until after the records are physically destroyed so as to render them useless. Upon completion of the certificate of destruction one copy should be sent to the organizational unit with one copy sent to the County Records Manager.
- 2.3.13 The vendor shall maintain safeguards and quality checks exist which virtually eliminate the possibility of destroying records without proper authority and notification. A physical separation shall be made on loading dock areas for accessional cartons and cartons authorized for disposal.

2.4 MAGNETIC MEDIA STORAGE

- 2.4.1 Magnetic Media Storage and Transportation Service will be performed in full accordance with the provisions and requirements as designated in this document. Contractor shall provide personnel, facilities, equipment and transport necessary to perform all services, including secure pick-up and delivery of media between the agency and the contractor's facilities.
- 2.4.2 Storage and transport containers shall be specifically designed to hold magnetic media products shall be made of 22-gauge steel or a product of equal performance.
- 2.4.3 Media shall be afforded complete security at all times. Access to County media shall be strictly controlled and fully documented. Only authorized personnel are to be permitted in the controlled storage areas. Media shall be provided complete protection from fire at all times. The media storage facility shall be protected with a fire detection and fire extinguishing system that will not damage magnetic media. Fire detection and suppression systems that are ANSI and/or NFPA compliant are preferable.
- 2.4.4 Room temperature in the media storage area shall be maintained at approximately 68 degrees Fahrenheit with 60 degrees the minimum and 75 degrees the maximum. The relative humidity in the storage area shall be maintained at between 20% and 50%. If applicable, media storage areas that are ANSI compliant are preferable.

- 2.4.5 Media shall be transported in a well-maintained and enclosed vehicle. The vehicle's passenger and storage areas shall be fully air- conditioned and thorough security precautions shall be followed to insure that there is no deterioration of the media or the loss of any County records.
- 2.4.6 Facility responsible for providing the services required by this contract shall be located in the Phoenix, Arizona metropolitan area.
- 2.4.7 Contractor shall consult with each requesting agency prior to storing any media and shall conform to agency requirements in regard to pick-up and delivery schedules, special handling, documentation or any other job, delivery or identification format requirements. It is the responsibility of the contractor to be clear as to any agency requirement prior to accepting any media for storage.
- 2.4.8 Contractor shall be responsible for being fully informed and thoroughly clear as to the instructions provided by the agency. The establishment of harmonious working procedures appropriate to the agency and support of a mutually productive working environment shall be the responsibility of the contractor.

2.5 QUALIFICATIONS & EXPERIENCE

- 2.5.1 The Contractor awarded this contract for the storage of records shall allow the County Records Manager the opportunity to tour their facilities to verify compliance with the contract on an ongoing basis.
- 2.5.2 The Contractor shall maintain membership of the Professional Records & Informational Services Management (PRISM) and preferably maintain at least one staff person as a member of the Association for Records Managers and Administrators (ARMA International). It is preferred that the vendor have a Certified Records Manager (CRM) included in its management staff. If a CRM is on staff, the vendor shall provide the name and location of the individual. Contractor's corporate CRM can be reached at:

Melissa Strawhecker, CRM
Corporate Records Manager
Iron Mountain
745 Atlantic Avenue
Boston, MA 02111
Phone: 617-535-4816
Fax: 617-542-4220
melissa.strawhecker@ironmountain.com

- 2.5.3 Contractor shall maintain its practice of performing background checks as a condition of employment for all Contractors' personnel and require all personnel to enter into Confidentiality Agreements as a condition of their employment. The investigation includes, but is not limited to, personnel identity verification, criminal conviction background investigation information as well as driver licensing and violation history for driver candidates. All staff shall provide proof of citizenship or of legal residence in the U.S.A.
- 2.5.4 The Contractor and the County Records Manager shall work together with the using agencies to provide training to any staff members authorized to order records, pack boxes, complete necessary forms, organize pickups and deliveries, etc. The County shall provide a listing of individual within each using agency authorized to perform or request the aforementioned.

2.6 MINIMUM FACILITY REQUIREMENTS

- 2.6.1 Construction: All facilities used for storage of County records shall be of concrete block or tilt-up slab construction. Outer walls shall be at least three (3) hour fire construction including all doors.

There shall be no windows of any type in any of the storage areas. All trusses and beams shall be made of steel or fire resistant treated wood products. The roof structure shall be of a nonflammable material, which will not collapse under any, but the most severe conditions. Shipping/receiving doors shall be minimally rated at three (3) hours unless there is a separate shipping/receiving room separated from the storage area by a three (3) or four (4) hour fire wall.

- 2.6.2 Fire Protection Systems: All facilities (including shipping/receiving and office areas adjacent to storage areas) used by the vendor for storage of County records shall have a fire protection system complying with NFPA 232AM, "Manual for Fire Protection For Archives and Records Centers." The preferred type of fire control system is wet-pipe sprinklers with high temperature rated (250°F to 300° F) heads and waterflow alarm. The Contractor is primarily responsible for the restoration costs for records damaged by natural or man-made disasters. (The County Records Manager may be approached to obtain waiver due to exceptional circumstances).
- 2.6.3 Security/Alarms/Identification: There shall be both fire and intrusion alarm systems in all facilities used for storage of County records. Both the fire and intrusion alarm systems shall be monitored twenty-four (24) hours per day every day, and connected directly to local fire and police agencies or to a bonded security alarm company who will in turn notify local police and/or fire departments of the emergency.
- 2.6.4 Supplemental Extinguishers: There shall be type ABC fire extinguishers placed strategically throughout all storage, office and receiving/shipping areas. A desired system will also include fire hose cabinets strategically placed throughout the facility, but all hose cabinets shall be plumbed into the sprinkler system with flow alarms.
- 2.6.5 Materials Stored: Only records, x-rays, published materials, and record related materials, may be stored in any facility used for the storage of County records. If other materials are stored in an adjacent warehouse at a minimum, two (2) hour fire wall shall separate those materials from the records storage area.
- 2.6.6 Environmental Controls: The vendor shall store permanent County public records in accordance with standards published by the Arizona State Library, Archives and Public Records pursuant to A.R.S. §39-101. Records not having permanent retention requirements shall be stored under normally clean, dry conditions free from standing water.
- 2.6.7 Vermin Control: The vendor shall provide for control of vermin which may be harmful or destructive to records. (e.g. termites; silver fish; rodents).

2.7 RELOCATION OF RECORDS:

- 2.7.1 At the end of the contract; including termination before the full term of the contract, the vendor must allow the county or its designee to remove all county records at no additional costs to the county pursuant to the terms of Section 2.2.14. The vendor must propose a process for preparing records for transfer to a new vendor. The proposal must address transfer of boxes and inventory control information.

2.8 ADDITIONAL COMPETENCIES

- 2.8.1 Vendor should be able to provide services which converts records into easily retrievable and searchable files, rendering formats compatible with print-ready and web publishing, long-term off-site record and data storage and records destruction, etc. paper records may be converted to digital by scanning, with scanned images, and related processes meeting the requirement of the Arizona State Library Archives and Public Records found at lib.az.us/records.

2.9 CONTAINERS:

- 2.9.1 In order to ensure uniformity in pricing the following containers shall be used:

SERIAL 10097-RFP

- 2.9.2 A standard storage box with separate lid, having internal dimensions 10.25" H x 12.75" W x 16" L shall be priced and billed as 1.2 cubic feet, and contain a minimum of 59% post consumer content. Other standard sized boxes may be used for actual storage.
- 2.9.3 The County reserves the right to purchase boxes from a third party if it is in the best interest of the County to do so.

EXHIBIT C

IRON MOUNTAIN STORAGE LOCATIONS FOR MARICOPA COUNTY

FREEPORT

616 South 55th Ave
Phoenix, AZ 85043
602-269-1611

54TH AVENUE

601 S. 54th Avenue
Suite 103
Phoenix, AZ 85043
602-352-1046

48TH AVENUE

10 S. 48th Avenue
Suite 1
Phoenix, AZ 85043
602-272-5595

44TH AVENUE

844 N. 44th Avenue
Suite 1
Phoenix, AZ 85043-2916
602-269-8562

PHOENIX - DP

16602 N 25th Ave
Phoenix, AZ 85023
602-863-2031

CENTRAL

2246 S. Central Ave
Phoenix, AZ 85004
602-252-1571

7TH STREET

2202 S. 7th Street, Suite C
Phoenix, AZ 85034
602-258-4365

WATKINS

2025 E Watkins Street
Phoenix, AZ 85034
602-253-8226

GILBERT - DP

1420 Fiesta Blvd
Gilbert, AZ 85233
480-497-9565

36TH STREET

4449 S 36th Street
Phoenix, AZ 85040
602-252-1570

McDOWELL

4525 E McDowell
Phoenix, AZ 85008
602-273-7700

ROOSEVELT, TEMPE

2625 S. Roosevelt
Suite 103
Tempe, AZ 85282
480-894-0793

SKYHARBOR

2955 S 18th Place
Phoenix AZ 85034
602-258-3686

IRON MOUNTAIN, 4449 S. 36TH STREET, PHOENIX, AZ 85040

PRICING SHEET: 9588201

Terms: NET 30
Vendor Number: W000001421 X
Telephone Number: 602/750-0904
Fax Number: 602/437-1712
Contact Person: Nick Farrer
E-Mail: Nick.Farrer@ironmountain.com
Contract Period: To cover the period ending **December 31, 2015.**

EXHIBIT "C"

AMENDMENT TO PART II-GENERAL CONDITIONS

AMENDMENT TO PART II - GENERAL CONDITIONS

In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Contract, the terms and conditions set forth in this Amendment shall be deemed to be the controlling terms and conditions. Capitalized terms used but not defined herein shall have the meaning set forth in the Contract. The parties agree to amend the following terms and conditions of Part II – General Conditions:

1. **GC-01:** The following is added to the end of this section:

“Notwithstanding anything to the contrary, Contractor may assign, transfer, or subcontract this Contract, in whole or in part, to an affiliate of Contractor, provided that such affiliate complies with and meets all requirements of this Agreement and all applicable laws and regulations, including the Cook County Code of Ordinances. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with Contractor. Notwithstanding anything to the contrary, Contractor may delegate certain of its obligations to its third party vendors and subcontractors, provided that such third party vendors or subcontractors comply with and meets all requirements of this Agreement and all applicable laws and regulations, including the Cook County Code of Ordinances. Contractor acknowledges that it shall remain directly liable to the County for the performance of such delegated obligations.”

2. **GC-05:** This section is deleted in its entirety and replaced with the following:

“Contractor agrees to indemnify the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns with respect to any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claim or demand for: (a) bodily injury (including death) or loss; (b) damage to tangible property (excluding the materials stored with or provided to Contractor in furtherance of the services under this Contract); or (c) intellectual property infringement; provided that such indemnification is to the extent such claims or demands are based upon the negligent acts or omissions of Contractor.

For the purposes of this section, 'Data Security Breach' shall mean unauthorized access to and acquisition by a third party of Personal Data which materially compromised the security, confidentiality or integrity of such Personal Data and which was caused by the negligence of Contractor. 'Personal Data' shall mean any information relating to an identified or identifiable natural person, received by Contractor in the course of delivering services under this Contract.

Contractor shall indemnify County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns with respect to any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any:

- (i) claims brought against the County by any third party arising out of a Data Security Breach (“Third Party Claim”); provided that such indemnification is to the extent such claims or demands are based upon the negligent acts or omissions of Contractor; and
- (ii) enforcement and/or administrative proceeding, or any judicial action brought against the County by any attorney general or other state or federal regulatory agency or authority, which proceeding or action arises out of a Data Security Breach (“Regulatory Claim”); provided that such indemnification is to the extent such claims or demands are based upon the negligent acts or omissions of Contractor;

(iii) Contractor shall not be obligated to indemnify the County for any fines, penalties, amounts awarded or agreed in settlement between the County and a third party to the extent resulting from the County's violation of law, breach of this Contract or the County's negligent or intentional acts or omissions. Contractor shall not be obligated to indemnify the County with respect to any Third Party Claim or Regulatory Claim arising out a Data Security Breach involving unencrypted Personal Data required by statute or regulation to be encrypted. The foregoing states the County's sole and exclusive remedy and Contractor's sole liability for any loss, damage, expense or liability of the County in connection with or in any way arising out of any Third Party Claim or Regulatory Claim.

(iv) Contractor's cumulative, maximum liability arising out of paragraphs (i) through (iii) of this section shall in no event exceed (i) \$125,000 dollars for any Data Security Breach and/or any other single event giving rise to any and all Third Party Claims and/or Regulatory Claims, and (ii) \$250,000 dollars for any and all Data Security Breaches and/or other events giving rise to Third Party Claims and/or Regulatory Claims.

The foregoing indemnity obligations are conditional upon the County providing Contractor prompt written notice of any such claim or demand. The County shall grant Contractor the option to control the defense and/or settlement of the claim or demand, subject to Illinois law, and, in the event the Contractor exercises such option to control the defense/settlement, then (i) the Contractor shall not settle any claim requiring any admission of fault on the part of the County without its prior written consent, (ii) the County shall have the right to participate, at its own expense, in the claim or suit and (iii) the County shall cooperate with the Contractor as may be reasonably requested."

3. **GC-09:** This section is deleted in its entirety.
4. **GC-12:** The words "ten (10) days" in the first paragraph shall be deleted and replaced with "forty-five (45) days."
5. **GC-13:** The words "ten (10) days" in the second paragraph shall be deleted and replaced with "forty-five (45) days."
6. **GC-23:** The following is added to the end of the first sentence:

"while on-site at County facilities."
7. **GC-24:** First sentence, the phrase, "at any time by" is replaced with "upon ninety (90) days".
8. **GC-26:** This section is deleted in its entirety and replaced with:

"Contractor hereby assigns to County any manufacturers' warranties applicable to any products sold by Contractor pursuant to this Contract. Contractor provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY CONTRACTOR TO COUNTY, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."
9. **GC-31:** Third paragraph, the phrase "at no cost to County" is replaced with "subject to the fees on the applicable pricing schedule(s)".

10. **GC-33:** The second paragraph of this section is amended by inserting the words “use best efforts to” before the phrase “include in all of its subcontracts.” and also by inserting the words “; provided that a failure or refusal of Contractor’s subcontractors to allow the aforementioned access and examination shall not relieve the Contractor of its duty to provide the aforementioned access and examination.”
11. **GC-41:** This section is deleted in its entirety.
12. A new additional section is hereby added as follows:

GC-42 PAYMENT TERMS: Payment terms are net, sixty (60) days. If County fails to pay Contractor's charges (other than disputed charges) within ninety (90) days after the date of an invoice, Contractor may, at its option: (a) refuse access to Deposits, (b) suspend service, (c) redeliver the material stored with Contractor (the “Deposits”) to County or (d) terminate this Contract. Upon default by County, Contractor shall have other rights and remedies as may be provided by law.

13. A new additional section is hereby added as follows:

GC-43 VALUE OF DEPOSITS: County declares, for the purposes of this Contract, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Contract, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Contract, the value of such stored items is equal to the cost of replacing the physical media (the “Declared Value”). County acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged. Contractor’s liability, if any, for loss or destruction of, or damage to, materials stored with Contractor (“Deposits”) is limited to the value of each Deposit as described above, or as otherwise set forth herein. Other limitations on Contractor’s and/or County’s liability are set forth in the below sections.

14. A new additional section is hereby added as follows:

GC-44 LIMITATION OF LIABILITY:

Liability for Loss or Damage to Deposits. Contractor shall not be liable for any loss or destruction of, or damage to, Deposits, unless such loss or damage resulted from Contractor’s negligence. If liable, the amount of Contractor’s liability for County’s direct damages is limited to the Declared Value. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.

No Consequential Damages. Except as they may relate to Contractor’s indemnification obligations in the event of a Data Security Breach, in no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

Exclusions. Notwithstanding anything to the contrary, the limitations of liability in this section shall not apply in the event of Contractor’s proven gross negligence or willful misconduct, and nothing in this section shall serve to limit Contractor’s indemnification obligations under this Contract.

15. A new additional section is hereby added as follows:

GC-45 SAFE MATERIAL AND PREMISES: County shall not store with Contractor or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. County shall use its best efforts and not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. County warrants that it shall only place paper-based materials in the shredding bins. County shall reimburse Contractor for damage to equipment or injury to personnel resulting from County's breach of this warranty.

16. A new additional section is hereby added as follows:

GC-46 ENTIRE AGREEMENT: The terms and provisions contained in this Agreement, attachments, or exhibits executed by the parties, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided under the Contract. No representations, inducements, promises or agreements, whether oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect.

Except as expressly amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

EXHIBIT "D"
BOARD APPROVAL LETTER

14-1411

Presented by: SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology

REPORT

Department: Cook County Bureau of Technology

Request: Refer to the Committee on Technology

Report Title: Quarterly Progress Report on the Creation of the Automated Criminal Justice System

Report Period: 3/1/2014 - 5/31/2014

Summary: Pursuant to Resolution 13-2002, the CIO shall update the Board of Commissioners via the Technology Committee on progress being made towards achieving the goal of an integrated, automated Cook County Criminal Justice System on a quarterly basis beginning with the first quarter of the FY2014. This is the second quarterly report of FY2014.

APPROVED

14-3051

Presented by: SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Iron Mountain Information Management, LLC, Boston, Massachusetts

Request: Authorization for the Chief Procurement Officer to enter into and execute.

Good(s) or Service(s): Off-Site Data Storage of Back-Up and Recovery Data

Contract Value: \$341,014.00

Contract period: 2/1/2014 - 1/31/2017, with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY2014: \$93,788.33; FY2015: \$112,546.00; FY2016: \$115,359.33; FY2017: \$19,320.34

Accounts: 490-441

Contract Number(s): 1441-13486

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs

Summary: Under the proposed contract, Iron Mountain will continue to manage the County's data storage

tapes in a secure facility. Specifically, Iron Mountain will provide tape pickup using secure containers, vault storage, and emergency data retrieval services to Offices under the President, Chief Judge, Sheriff, States Attorney, Clerk of the Circuit Court, County Clerk, Treasurer, Assessor, and Cook County Health and Hospitals.

The proposed contract enables Cook County to safely store digital tapes containing vital records from server-based, midrange, and mainframe computers. These tapes must be stored off-site and made available for disaster recovery, regulatory compliance, and to retrieve accidentally deleted data.

The pricing in the proposed agreement, which is 10% lower than what Cook County paid during 2013, is referenced against a competitively bid contract with Maricopa County, Arizona for similar services. The Iron Mountain contract allows for a proportionate reduction in monthly charges as the County replaces tape with newer data retention technologies.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Procurement Code. The Iron Mountain Management LLC, was previously awarded a contract by Maricopa County Arizona, through a competitive Request for Proposal process. Cook County wishes to leverage this procurement effort.

APPROVED

14-3055

Presented by: SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Microsoft Corporation, Redmond, Washington

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Information Technology Professional Services
Contract Value: \$815,000.00

Contract period: 5/21/2014 - 5/20/2017 with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2014: \$350,000.00, FY 2015: \$275,000.00; FY 2016: \$100,000.00; FY2017: \$90,000.00

Accounts: 71700016/260

Contract Number(s): 1490-13636

Concurrence(s):

The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs

Summary: Under the proposed contract, Microsoft will assist BOT with projects related to infrastructure and support of other agencies and elected officials, which are: Mail Migration, Server Virtualization, On/Off-boarding automation, Disaster Recovery - secondary sites, Microsoft Certificate Services, Server/Workstation Security Enhancements, Mobile Device Management (MDM), SharePoint Modifications, DirectAccess (to replace