

CONTRACT FOR SERVICE

DOCUMENT NO. 1460-13232



**OFF-SITE DATA STORAGE OF BACK-UP AND RECOVERY DATA
FOR
CENTRAL SERVICES**

WITH: IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

REQ# 110211

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT 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, LLC herein after the "Contractor."

WHEREAS, the County is responsible for procuring services for Central Services hereinafter referred to as the "Using Department," which provides services to the residents of Cook County, Illinois.

WHEREAS, the Using Department requires Off-Site Data Storage of Back-up and Recovery Data For Central Services.

WHEREAS, the Contractor is able and willing to provide such services, hereinafter 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" EXHIBIT "B," AND EXHIBIT "C"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County beginning January 1, 2013 through January 31, 2014 as listed in Exhibits A, Exhibit B, and Exhibit C.

III. PAYMENT

In no case shall such charges exceed the amount of \$135,618.73. 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. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A – VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL FOR JANUARY 1, 2013 THROUGH SEPTEMBER 30, 2013.
2. EXHIBIT B – VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL FOR OCTOBER 1, 2013 THROUGH DECEMBER 31, 2013.
3. EXHIBIT C.- VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL FOR JANUARY 1, 2014 THROUGH JANUARY 31, 2014.

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 Number 1460-13232 for Off-Site Data Storage of Back-Up and Recovery Data for Central Services 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.	JOB	1	OFF-SITE DATA STORAGE OF BACK-UP AND RECOVERY DATA FOR JANUARY 1, 2013 THROUGH SEPTEMBER 30, 2013 AS PER EXHIBIT "A" HEREIN. <u>\$ 102,821.92/ TOTAL</u>
2.	JOB	1	OFF-SITE DATA STORAGE OF BACK-UP AND RECOVERY DATA FOR OCTOBER 1, 2013 THROUGH DECEMBER 31, 2013 AS PER EXHIBIT "B" HEREIN. <u>\$ 24,900.40/ TOTAL</u>
3.	JOB	1	OFF-SITE DATA STORAGE OF BACK-UP AND RECOVERY DATA FOR JANUARY 1, 2014 THROUGH JANUARY 31, 2014 AS PER EXHIBIT "C" HEREIN. <u>\$ 7,896.41/ TOTAL</u>

GRAND TOTAL: \$ 135,618.73

CONTRACT NO. 1460-13232

EXHIBIT "A"

VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL-
JANUARY 1, 2013 THROUGH SEPTEMBER 30, 2013



IRON MOUNTAIN®

The Leader in Records & Information Management

Cook County (Data Back Up & Recovery): COST ESTIMATE (JANUARY 1, 2013 – SEPTEMBER 30, 2013)

(Actual cost may vary based on quantities or billing protocols.)

Cost Estimate for Cook County

44212.028803 - COOK COUNTY CLERK - 118 North Clark St, Suite 700, Chicago, IL 60602

► SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
■ Container Storage-Small	\$12.62	Container	45	\$ 567.90
■ Container Storage-Medium	\$13.97	Container	144	\$ 2,011.68
■ Container Storage-Multi Media	\$12.62	Container	135	\$ 1,703.70
■ Administrative Fees	\$26.50	Month	9	\$ 238.50

Total Services Cost Estimate (9 Months) \$ 4,521.78

► TRANSPORTATION SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
■ Container Handling	\$1.36	Each	297	\$403.92

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
■ Transportation-Monthly	9	\$12.51	\$112.59
■ Fuel Surcharge	9	\$1.20	\$10.80

Total Transportation Services Cost Estimate (9 Months) \$527.31

Total Cost Estimate 44212.028803 (9 Months) \$5,049.09

44212.028806 - COOK COUNTY SHERRIFF - 118 North Clark St, Suite 700, Chicago, IL 60602

► SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
■ Container Storage-Small	\$10.081	Container	18	\$ 181.46
■ Container Storage-CD ROM	\$10.081	Container	9	\$ 90.73
■ Administrative Fees	\$25.12	Month	9	\$ 226.08

Total Services Cost Estimate (9 Months) \$ 498.27

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Daily	189	\$41.677	\$7,876.95
☑ Fuel Surcharge	9	\$84.02	\$756.18

Total Transportation Services Cost Estimate (9 Months) \$8,633.13

Total Cost Estimate 44212.028806 (9 Months) **\$9,131.40**

44212.028807 - COOK COUNTY TREASURER - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$10.92	Container	171	\$ 1,867.32
☑ Container Storage-Multi Media	\$10.92	Container	108	\$ 1,179.36
☑ Administrative Fees	\$26.50	Month	9	\$ 238.50

Total Services Cost Estimate (9 Months) \$ 3,285.18

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Handling	\$1.40	Each	81	\$113.40

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Monthly	9	\$12.88	\$115.92
☑ Fuel Surcharge	9	\$1.24	\$11.16

Total Transportation Services Cost Estimate (9 Months) \$240.48

Total Cost Estimate 44212.028807 (9 Months) **\$3,525.66**

44212.028808 - COOK COUNTY TREASURER - 118 North Clark St, Floor 7, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$15.787	Container	54	\$ 852.50
☑ Administrative Fees	\$25.12	Month	9	\$ 226.08

Total Services Cost Estimate (9 Months) \$ 1,078.58

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Handling	\$2.291	Each	9	\$20.62

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Daily	189	\$30.27	\$5,721.03
☑ Fuel Surcharge	9	\$61.02	\$549.18

Total Transportation Services Cost Estimate (9 Months) \$6,290.83

Total Cost Estimate 44212.028808 (9 Months) \$7,369.41

44212.028809 - COOK COUNTY CLERK 1 - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$9.67	Container	198	\$ 1,914.66
☑ Administrative Fees	\$26.50	Month	9	\$ 238.50

Total Services Cost Estimate (9 Months) \$ 2,153.16

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Handling	\$1.31	Each	99	\$129.69

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Monthly	9	\$12.63	\$113.67
☑ Fuel Surcharge	9	\$1.21	\$10.89

Total Transportation Services Cost Estimate (9 Months) \$254.25

Total Cost Estimate 44212.028809 (9 Months) \$2,407.41

44212.028870 - COOK COUNTY MIS - 1501 Opus Place, Downers Grove, IL 60515

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Transport Container	\$9.113	Container	45	\$ 410.09
☑ Administrative Fees	\$25.12	Month	9	\$ 226.08
☑ Storage - Open Media	\$0.37	Slot	720	\$266.40

Total Services Cost Estimate (9 Months) \$ 902.57

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Tape Handling	\$0.551	Each	1989	\$1,095.94
☑ Transport Handling	\$2.689	Each	378	\$1,016.44

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Daily	189	\$35.54	\$6,717.06
☑ Fuel Surcharge	9	\$71.64	\$644.76

Total Transportation Services Cost Estimate (9 Months) \$9,474.20

Total Cost Estimate 44212.028870 (9 Months) \$10,376.77

44212.028892 - COOK COUNTY STATES ATT - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$7.388	Container	36	\$ 265.97
☑ Container Storage-Medium	\$12.44	Container	108	\$ 1,343.52
☑ Container Storage-Multi Media	\$7.388	Container	153	\$ 1,130.36
☑ Administrative Fees	\$25.12	Month	9	\$ 226.08

Total Services Cost Estimate (9 Months) \$ 2,965.93

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Daily	189	\$12.777	\$2,414.85
☑ Fuel Surcharge	9	\$25.76	\$231.84

Total Transportation Services Cost Estimate (9 Months) \$2,646.69

Total Cost Estimate 44212.028892 (9 Months) \$5,612.62

44212.028897 - COOK COUNTY ASSESSOR - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$9.67	Container	162	\$ 1,566.54
☑ Administrative Fees	\$26.50	Month	9	\$ 238.50

Total Services Cost Estimate (9 Months) \$ 1,805.04

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
■ Transportation-Monthly	12	\$12.63	\$151.56
■ Fuel Surcharge	12	\$1.21	\$14.52

Total Transportation Services Cost Estimate (9 Months) \$166.08

Total Cost Estimate 44212.028897 (9 Months) **\$2,572.80**

44212.028900 - COOK COUNTY OFFICE TECH - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
■ Container Storage-Small	\$9.92	Container	1,596	\$ 15,832.32
■ Administrative Fees	\$26.50	Month	12	\$ 318.00

Total Services Cost Estimate (12 Months) \$ 16,150.32

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
■ Container Handling	\$1.36	Each	792	\$1,077.12

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
■ Transportation-Monthly	12	\$12.51	\$150.12
■ Fuel Surcharge	12	\$1.20	\$14.40

Total Transportation Services Cost Estimate (9 Months) \$1,241.64

Total Cost Estimate 44212.028900 (9 Months) **\$17,391.96**

44212.028901 - COOK COUNTY SHERRIFS - 3026 S. California Bldg 1 RM 328, Chicago, IL 60608

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
■ Container Storage-Medium	\$11.851	Container	60	\$ 711.06
■ Container Storage-Multi Media	\$7.037	Container	48	\$337.78
■ Container Storage-Large	\$17.039	Container	36	\$ 613.40
■ Administrative Fees	\$25.12	Month	12	\$ 301.44

Total Services Cost Estimate (9 Months) \$ 1,963.68

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$2.579	Each	36	\$92.84

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Weekly	72	\$41.91	\$3,017.52
☒ Fuel Surcharge	9	\$32.19	\$289.71

Total Transportation Services Cost Estimate (9 Months) \$3,400.07

Total Cost Estimate 44212.028901 (9 Months) \$5,363.75

44212.048783 - COOK COUNTY BUDGET - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.271	Container	90	\$ 924.39
☒ Administrative Fees	\$25.12	Month	9	\$ 226.08

Total Services Cost Estimate (9 Months) \$ 1,150.47

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	189	\$41.677	\$7,877.52
☒ Fuel Surcharge	9	\$84.02	\$756.18

Total Transportation Services Cost Estimate (9 Months) \$8,633.70

Total Cost Estimate 44212.048783 (9 Months) \$9,784.17

44212.057187 - COOK COUNTY CHIEF JUDGE - 118 North Clark St, BLDG 118, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$9.76	Container	189	\$ 1,844.64
☒ Administrative Fees	\$26.50	Month	9	\$ 238.50

Total Services Cost Estimate (9 Months) \$ 2,083.14

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.39	Each	81	\$112.59

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	9	\$12.75	\$114.75
☒ Fuel Surcharge	9	\$1.22	\$10.98

Total Transportation Services Cost Estimate (9 Months) \$248.32

Total Cost Estimate 44212.057187 (9 Months) **\$2,331.46**

44212.069713 - COOK COUNTY JOHN STROGER - 1969 W. Ogden Bldg 2650, Chicago, IL 60612

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$12.363	Container	99	\$ 1,223.94
☒ Container Storage-Medium	\$20.82	Container	288	\$ 5,996.16
☒ Transport Container	\$8.438	Container	126	\$ 1,063.19
☒ Storage - Open Media	\$ 0.65	Slot	720	\$ 468.00
☒ Administrative Fees	\$25.12	Month	9	\$ 226.08

Total Services Cost Estimate (9 Months) \$ 8,977.37

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$ 2.49	Each	450	\$ 1,120.50
☒ Transport Handling	\$ 2.49	Each	522	\$ 1,299.78
☒ Tape Handling	\$ 0.51	Tape	1,512	\$ 771.12

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	270	\$32.903	\$8,883.81
☒ Fuel Surcharge	9	\$94.76	\$852.84

Total Transportation Services Cost Estimate (9 Months) \$12,928.05

Total Cost Estimate 44212.069713 (9 Months) **\$21,905.42**

Grand Total (9 Month Estimate): \$102,821.92

CONTRACT NO. 1460-13232

EXHIBIT "B"

VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL-
OCTOBER 1, 2013 THROUGH DECEMBER 31, 2013



IRON MOUNTAIN®

The Leader in Records & Information Management

Cook County (Data Back Up & Recovery):

COST ESTIMATE (OCTOBER 1, 2013 - DECEMBER 31, 2013)

(Actual cost may vary based on quantities or billing protocols.)

Cost Estimate for Cook County

44212.028803 - COOK COUNTY CLERK - 118 North Clark St, Suite 700, Chicago, IL 60602

► SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$10.10	Container	15	\$ 151.50
☑ Container Storage-Medium	\$13.15	Container	48	\$ 631.20
☑ Container Storage-Multi Media	\$13.15	Container	45	\$ 591.75
☑ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months)

\$ 1,449.81

► TRANSPORTATION SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Handling	\$1.38	Each	99	\$136.62

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Monthly	3	\$15.00	\$45.00
☑ Fuel Surcharge	3	\$1.20	\$3.60

Total Transportation Services Cost Estimate (3 Months)

\$185.22

Total Cost Estimate 44212.028803 (3 Months)

\$1,635.03

44212.028807 - COOK COUNTY TREASURER - 118 North Clark St, Suite 700, Chicago, IL 60602

► SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$10.10	Container	57	\$ 575.70
☑ Container Storage-Multi Media	\$10.10	Container	36	\$ 363.60
☑ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months)

\$ 1,014.66

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Handling	\$1.38	Each	27	\$37.26

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Monthly	3	\$15.00	\$45.00
☑ Fuel Surcharge	3	\$1.24	\$3.72

Total Transportation Services Cost Estimate (3 Months) \$85.98

Total Cost Estimate 44212.028807 (3 Months) **\$1,100.64**

44212.028808 - COOK COUNTY TREASURER - 118 North Clark St, Floor 7, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$10.10	Container	18	\$ 181.80
☑ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months) \$ 257.16

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Handling	\$1.38	Each	3	\$4.14

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☑ Transportation-Daily	63	\$15.00	\$945.00
☑ Fuel Surcharge	4	\$61.02	\$244.08

Total Transportation Services Cost Estimate (3 Months) \$1,193.22

Total Cost Estimate 44212.028808 (3 Months) **\$1,450.38**

44212.028809 - COOK COUNTY CLERK 1 - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☑ Container Storage-Small	\$10.10	Container	66	\$ 666.60
☑ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months) \$ 741.96

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.38	Each	33	\$44.54

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	3	\$15.00	\$45.00
☒ Fuel Surcharge	3	\$1.21	\$3.63

Total Transportation Services Cost Estimate (3 Months) \$89.54

Total Cost Estimate 44212.028809 (3 Months) \$831.50

44212.028870 - COOK COUNTY MIS - 1501 Opus Place, Downers Grove, IL 60515

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Transport Container	\$9.11	Container	10	\$91.10
☒ Administrative Fees	\$25.12	Month	3	\$75.36
☒ Storage - Open Media	\$0.40	Slot	240	\$96.00

Total Services Cost Estimate (3 Months) \$ 262.46

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Tape Handling	\$0.55	Each	663	\$364.65
☒ Transport Handling	\$1.38	Each	126	\$173.88

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	63	\$34.00	\$2,142.00
☒ Fuel Surcharge	3	\$71.64	\$214.92

Total Transportation Services Cost Estimate (3 Months) \$2,895.45

Total Cost Estimate 44212.028870 (3 Months) \$3,157.91

44212.028892 - COOK COUNTY STATES ATT - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	12	\$121.20
☒ Container Storage-Medium	\$13.15	Container	36	\$473.40
☒ Container Storage-Multi Media	\$13.15	Container	51	\$670.65
☒ Administrative Fees	\$25.12	Month	3	\$75.36

Total Services Cost Estimate (3 Months) \$ 1,340.61

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	63	\$15.00	\$945.00
☒ Fuel Surcharge	3	\$25.76	\$77.28

Total Transportation Services Cost Estimate (3 Months) \$1,022.28

Total Cost Estimate 44212.028892 (3 Months) \$2,362.89

44212.028897 - COOK COUNTY ASSESSOR - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	54	\$ 545.40
☒ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months) \$ 620.76

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	3	\$15.00	\$45.00
☒ Fuel Surcharge	3	\$1.21	\$3.63

Total Transportation Services Cost Estimate (3 Months) \$48.63

Total Cost Estimate 44212.028897 (3 Months) \$669.39

44212.028900 - COOK COUNTY OFFICE TECH - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	399	\$ 4,029.90
☒ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months) \$ 4,105.26

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.38	Each	198	\$273.24

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	3	\$15.00	\$45.00
☒ Fuel Surcharge	3	\$1.20	\$3.60

Total Transportation Services Cost Estimate (3 Months) \$321.84

Total Cost Estimate 44212.028900 (3 Months) \$4,427.10

44212.048783 - COOK COUNTY BUDGET - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	30	\$ 303.00
☒ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months) \$ 378.36

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	63	\$15.00	\$945.00
☒ Fuel Surcharge	3	\$84.02	\$252.06

Total Transportation Services Cost Estimate (3 Months) \$1,197.06

Total Cost Estimate 44212.048783 (3 Months) \$1,575.42

44212.057187 - COOK COUNTY CHIEF JUDGE - 118 North Clark St, BLDG 118, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	63	\$ 636.30
☒ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months) \$ 1,423.20

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.38	Each	27	\$37.26

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	3	\$15.00	\$45.00
☒ Fuel Surcharge	3	\$1.22	\$3.66

Total Transportation Services Cost Estimate (3 Months) \$48.66

Total Cost Estimate 44212.057187 (3 Months) **\$1,471.86**

44212.069713 - COOK COUNTY JOHN STROGER - 1969 W. Ogden Bldg 2650, Chicago, IL 60612

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	33	\$ 333.30
☒ Container Storage-Medium	\$13.15	Container	96	\$ 1,262.40
☒ Transport Container	\$9.11	Container	42	\$ 382.62
☒ Storage - Open Media	\$ 0.40	Slot	240	\$ 96.00
☒ Administrative Fees	\$25.12	Month	3	\$ 75.36

Total Services Cost Estimate (3 Months) \$ 2,149.68

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$ 1.38	Each	150	\$ 207.00
☒ Transport Handling	\$ 1.38	Each	174	\$ 240.12
☒ Tape Handling	\$ 0.55	Tape	504	\$ 277.20

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	90	\$34.00	\$3,060.00
☒ Fuel Surcharge	3	\$94.76	\$284.28

Total Transportation Services Cost Estimate (3 Months) \$4,068.60

Total Cost Estimate 44212.069713 (3 Months) **\$6,218.28**

Grand Total (3 Month Estimate): \$24,900.40

CONTRACT NO. 1460-13232

EXHIBIT "C"

VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL-
JANUARY 1, 2014 THROUGH JANUARY 31, 2014



IRON MOUNTAIN®

The Leader in Records & Information Management

Cook County (Data Back Up & Recovery): COST ESTIMATE (JANUARY, 2014)

(Actual cost may vary based on quantities or billing protocols.)

Cost Estimate for Cook County

44212.028803 - COOK COUNTY CLERK - 118 North Clark St, Suite 700, Chicago, IL 60602

▶ SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
Container Storage-Small	\$10.10	Container	20	\$ 202.00
Container Storage-Medium	\$13.15	Container	16	\$ 210.40
Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month)

\$ 437.52

▶ TRANSPORTATION SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
Container Handling	\$1.38	Each	34	\$46.92

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
Transportation-Monthly	1	\$15.00	\$15.00
Fuel Surcharge	1	\$1.20	\$1.20

Total Transportation Services Cost Estimate (1 Month)

\$63.12

Total Cost Estimate 44212.028803 (1 Month)

\$500.64

44212.028807 - COOK COUNTY TREASURER - 118 North Clark St, Suite 700, Chicago, IL 60602

▶ SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
Container Storage-Small	\$10.10	Container	19	\$ 191.90
Container Storage-Multi Media	\$10.10	Container	12	\$ 121.20
Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month)

\$ 338.22

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.38	Each	12	\$16.56

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	1	\$15.00	\$15.00
☒ Fuel Surcharge	1	\$1.24	\$1.24

Total Transportation Services Cost Estimate (1 Month) \$32.80

Total Cost Estimate 44212.028807 (1 Month) \$371.02

44212.028808 - COOK COUNTY TREASURER - 118 North Clark St, Floor 7, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	6	\$ 60.60
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 85.72

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.38	Each	2	\$2.76

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	20	\$15.00	\$300.00
☒ Fuel Surcharge	1	\$61.02	\$61.02

Total Transportation Services Cost Estimate (1 Month) \$363.78

Total Cost Estimate 44212.028808 (1 Month) \$449.50

44212.028809 - COOK COUNTY CLERK 1 - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	22	\$ 222.20
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 247.32

▶ **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
DESCRIPTION		NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly		1	\$15.00	\$15.00
☒ Fuel Surcharge		1	\$1.21	\$1.21

Total Transportation Services Cost Estimate (1 Month) \$16.21

Total Cost Estimate 44212.028809 (1 Month) \$263.53

44212.028870 - COOK COUNTY MIS - 1501 Opus Place, Downers Grove, IL 60515

▶ **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Transport Container	\$9.11	Container	6	\$ 54.66
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12
☒ Storage - Open Media	\$0.40	Slot	80	\$32.00

Total Services Cost Estimate (1 Month) \$ 111.78

▶ **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Tape Handling	\$0.55	Each	160	\$88.00
☒ Transport Handling	\$1.38	Each	40	\$55.20
DESCRIPTION		NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily		22	\$34.00	\$748.00
☒ Fuel Surcharge		1	\$71.64	\$71.64

Total Transportation Services Cost Estimate (1 Month) \$962.84

Total Cost Estimate 44212.028870 (1 Month) \$1,074.62

44212.028892 - COOK COUNTY STATES ATT - 118 North Clark St, Suite 700, Chicago, IL 60602

▶ **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	21	\$ 212.10
☒ Container Storage-Medium	\$13.15	Container	12	\$ 157.80
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 395.02

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	20	\$15.00	\$300.00
☒ Fuel Surcharge	1	\$25.76	\$25.76

Total Transportation Services Cost Estimate (1 Month) \$325.76

Total Cost Estimate 44212.028892 (1 Month) \$720.78

44212.028897 - COOK COUNTY ASSESSOR - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	18	\$ 181.80
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 206.92

► **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	1	\$15.00	\$15.00
☒ Fuel Surcharge	1	\$1.21	\$1.21

Total Transportation Services Cost Estimate (1 Month) \$16.21

Total Cost Estimate 44212.028897 (1 Month) \$223.13

44212.028900 - COOK COUNTY OFFICE TECH - 118 North Clark St, Suite 700, Chicago, IL 60602

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Contalner Storage-Small	\$10.10	Container	133	\$ 1,343.30
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 1,368.42

▶ **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.38	Each	59	\$81.42

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	1	\$15.00	\$15.00
☒ Fuel Surcharge	1	\$1.20	\$1.20

Total Transportation Services Cost Estimate (1 Month) \$97.62

Total Cost Estimate 44212.028900 (1 Month) \$1,466.04

44212.048783 - COOK COUNTY BUDGET - 118 North Clark St, Suite 700, Chicago, IL 60602

▶ **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	10	\$ 101.00
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 126.12

▶ **TRANSPORTATION SERVICES**

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	20	\$15.00	\$300.00
☒ Fuel Surcharge	1	\$84.02	\$84.02

Total Transportation Services Cost Estimate (1 Month) \$384.02

Total Cost Estimate 44212.048783 (1 Month) \$510.14

44212.057187 - COOK COUNTY CHIEF JUDGE - 118 North Clark St, BLDG 118, Suite 700, Chicago, IL 60602

▶ **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	21	\$ 212.10
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 239.65

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Handling	\$1.38	Each	7	\$9.66

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Monthly	1	\$15.00	\$15.00
☒ Fuel Surcharge	1	\$1.22	\$1.22

Total Transportation Services Cost Estimate (1 Month) \$25.88

Total Cost Estimate 44212.057187 (1 Month) **\$265.53**

44212.069713 - COOK COUNTY JOHN STROGER - 1969 W. Ogden Bldg 2650, Chicago, IL 60612

► **SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Container Storage-Small	\$10.10	Container	9	\$ 90.90
☒ Container Storage-Medlum	\$13.15	Container	32	\$ 420.80
☒ Transport Container	\$9.11	Container	12	\$ 109.32
☒ Storage - Open Media	\$ 0.40	Slot	100	\$ 40.00
☒ Administrative Fees	\$25.12	Month	1	\$ 25.12

Total Services Cost Estimate (1 Month) \$ 686.14

► **TRANSPORTATION SERVICES**

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Contalner Handling	\$ 1.38	Each	61	\$ 84.18
☒ Transport Handling	\$ 1.38	Each	60	\$ 82.80
☒ Tape Handling	\$ 0.55	Tape	152	\$ 83.60

DESCRIPTION	NO OF TRIPS	PRICE	TOTAL
☒ Transportation-Daily	30	\$34.00	\$1,020.00
☒ Fuel Surcharge	1	\$94.76	\$94.76

Total Transportation Services Cost Estimate (1 Month) \$1,365.34

Total Cost Estimate 44212.069713 (1 Month) **\$2,051.48**

Grand Total (1 Month Estimate): \$7,896.41

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SUPPLY/SERVICE**

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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.

C.

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.

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 or 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: Norwalk.certrequest@marsh.com Fax: 212-948-0929 849434-GAW-13-14	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED IRON MOUNTAIN INCORPORATED 745 ATLANTIC AVE BOSTON, MA 02111	INSURER A: ACE American Insurance Company		NAIC # 22667
	INSURER B: Indemnity Insurance Company Of North America		43575
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER: NYC-008717463-05	REVISION NUMBER: 5
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HDOG2732725-4	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISAH0881474-0	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRC4732706-4 (AOS) WLRC4732708-8 (AZ, CA, MA) SCFC4732707-6 (WI)	11/01/2013 11/01/2013 11/01/2013	11/01/2014 11/01/2014 11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EXCESS WC & EMP. LIABILITY		WCUC4732709-A (Ohio & Washington)	11/01/2013	11/01/2014	Each Accident/Emp for Disease 1,000,000 SIR 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER Cook County Procurement Dept. 118 N Clark St., Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Steve Ruisi
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**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 DIVERITY SUPPLIER PROGRAM. THIS PROGRAM WILL BE PROVIDED TO ALL IRON MOUTAIN 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 DIVERISTY 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

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

DIVERSITY SUPPLIER

EFFECTIVE JANUARY 1, 1999, IRON MOUNTAIN INC. HAS ADOPTED A DIVERITY SUPPLIER PROGRAM. THIS PROGRAM WILL BE PROVIDED TO ALL IRON MOUTAIN 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 DIVERISTY 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)
- (6) 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 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 6)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name _____ Address _____
N/A SM

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: X 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: X

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			
1st Installment for the Year 2012 (55% of 2011)			
preliminary/estimate	due before		
	3/1/2013		
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		1308 S Rockwell St - 1301 S Rockwell	C 4
16-24-209-027-0000		1308 S Rockwell St - 1301 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		2237 W Pershing Rd - 2211 W Pershing	D 22
16-24-203-001-0000		1201 S Talman Ave - 1319 S Talman	G 23
16-24-204-004-0000		2572 W Ogden Ave - 2552 W Ogden Ave	F 24
16-24-204-005-0000		2552 W Ogden Ave - 2552 W Ogden Ave	F 25
16-24-204-006-0000		2560 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
16-24-209-060-0000		1267 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 [X] Stock/Beneficial Interest Holder

This Statement is an: [X] 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: 62111

Phone No.: 1 800 899 4766

Form of Legal Entity:

[] Sole Proprietor [] Partnership [X] 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.

SCOTT MORTENSEN
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

scott.mortensen@ironmountain.com
E-mail address

VP
Title

8-11-13
Date

(508) 483-5015
Phone Number

Subscribed to and sworn before me this 14 day of MAY, 2013

[Signature]
Notary Public Signature

My commission expires: 4-6-16





Financial Tear Sheet

Corporate Profile

Iron Mountain Incorporated (NYSE:IRM) is the global leader for information protection and storage service 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:

Primary IR Contact
Stephen Golden
 Vice President, Investor Relations
 Iron Mountain Incorporated
 Phone: 617-535-4766
 E-mail: sgolden@ironmountain.com

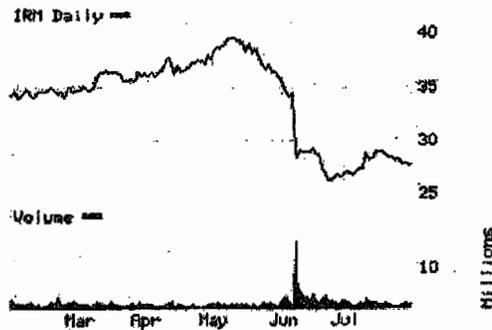
- Recurring revenues;
- Historically non-cyclical storage business;
- Inherent growth from existing physical records customers;
- Diversified and stable customer base; and
- Capital expenditures related primarily to growth.

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 Performance

IRM (Common Stock)

Exchange NYSE (US Dollar)
 Price \$27.78
 Change (%) ▼ 0.13 (0.47%)
 Volume 1,081,600
 52 Week Low \$25.91
 Market Cap \$5,296,729,260
 Rolling EPS 0.58
 PE Ratio 47.8966
 Shares Outstanding 190,667,000
 Data as of 07/30/13 4:00 p.m. ET



Recent Headlines

Monday, July 29, 2013
 Law Firm Information Management Leaders Author Industry How-To Guides for Improving Information Security and Client Service
 Thursday, July 18, 2013
 Iron Mountain Incorporated Schedules Second Quarter 2013 Earnings Release and Conference Call
 Friday, June 28, 2013
 Marketers: Don't Get Burned By The Sunshine Act This Summer

Recent Events

Date	Title
08/01/13 8:30 a.m. ET	Q2 2013 Iron Mountain Incorporated Earnings Conference Call



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 Informatics Phone: 847 466 9149

Management LLC
Business Entity Address: 1565 Hunter Road 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</u> <u>pm</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.

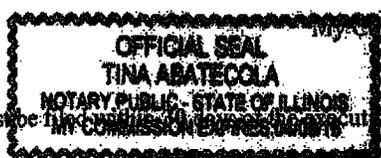
[Signature] _____ Date 8-14-13

Subscribe and sworn before me this 14 Day of Aug, 2013

a Notary Public in and for DuPage County

[Signature]
(Signature)

NOTARY PUBLIC SEAL My Commission expires 4-6-16



Completed forms must be filed with the Commission on 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: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: [Signature]

ATTEST: [Signature]

Subscribed and sworn to before me this
11 day of December, 2013

x [Signature]
Notary Public Signature



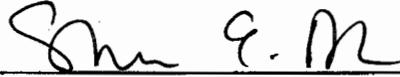
Notary Seal

- * 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.

Approved as to Form and Legal Content:
Iron Mountain Legal Department
[Signature]
Dan Lake, Corporate Counsel
Date: April 17, 2014
Customer: Cook County

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:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF April, 20 14.

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

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

1460-13232

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 135,618.73
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

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

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

Dated as of October 1, 2012

the same office and for the same term for which such officer was elected by the Corporation (subject to removal by the Board of Directors as provided herein).

8.9 Delegation & Agency. Subject to the express provisions of this Agreement, the Board of Directors shall have the authority to authorize any one or more of the Managers, officers, employees or agents of the Company to execute on behalf of the Company, as its authorized signatory, such agreements, contracts, instruments and other documents as it shall from time to time approve, such approval to be conclusively evidenced by the certification by any Manager of a resolution adopted by the Board of Directors authorizing execution by such person of such document, including, without limitation: (i) checks, drafts, notes and other negotiable instruments; (ii) deeds of trust and assignments of rights; (iii) contracts for the sale of assets or contracts relating to consulting, advisory or management services, deeds, leases, assignments and bills of sale; and (iv) loan agreements, mortgages, security agreements, pledge agreements and financing statements. The signature of any such Manager, officer, employee or agent on any such instrument, agreement, contract, lease, conveyance or document, or upon any check, draft, note or other negotiable instrument, shall be sufficient to bind the Company in respect thereof and shall conclusively evidence the authority of the Board of Directors with respect thereto, and no third person need look to the application of funds or authority to act or require the joinder or consent of any other party.

8.10 Evidence of Authority, Etc. Any person or entity dealing with the Company may rely on a certificate signed by any Manager or any officer of the Company as to:

- (i) the identity of the Members, the members of the Board of Directors or the officers, employees or agents of the Company;
- (ii) the existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the Members, the Board of Directors, or any officer, employee or agent, or that are in any other manner germane to the affairs of the Company;
- (iii) the identity of any person or entity that is authorized to execute and deliver any instrument or document on behalf of the Company;
- (iv) the authenticity of a copy of this Agreement and amendments hereto;
- (v) any act or failure to act by the Company or as to any other matter whatsoever involving the Company, any Member, or any Manager, officer, employee or agent of the Company; and
- (vi) the authority of the Board of Directors or any officer, employee or agent or other person or entity to act on behalf of the Company.

8.11 Certain Breaches of Duty. No person serving as a Manager or as an officer of the Company shall be liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Manager; provided, however, that nothing contained herein shall eliminate or limit the liability of a Manager (i) for any breach of Manager's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct