



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

IRON MOUNTAIN INFORMATION MANAGEMENT INC
 1000 CAMPUS DR
 COLLEGEVILLE, PA 19426
 United States

Amendment Date: 17-APR-13
 Original Award Date: 26-SEP-12
 Buyer: G Walsh
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 2424

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3295841 Effective Period 26-SEP-12 - 25-SEP-17	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	RECORDS STORAGE AND RETRIEVAL SERVICES (MPA-163)			

Description			Bid Number	Change Order Req#	
RECORDS STORAGE AND RETRIEVAL SERVICES (MPA-163)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3295841 DATED 9/26/12 CONTRACT IS AMENDED TO INCLUDE TWO ADDITIONAL ITEMS: 1. 2000A BOX (AUTO-FOLD AND DOUBLE WALLED) AT \$1.92 / BOX 2. LARGE PLANNER BOX AT \$3.47 / BOX			

STATE PURCHASING AGENT

 Lorraine A. Hynes



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

IRON MOUNTAIN INFORMATION MANAGEMENT INC
1000 CAMPUS DR
COLLEGEVILLE, PA 19426
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RECORDS STORAGE AND RETRIEVAL SERVICES (MPA-163)	
Award Number 3295841	Effective Period: 26-SEP-12 - 25-SEP-17

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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

9/26/12 - 9/25/17

WITH TWO (2) ONE (1) YEAR EXTENSIONS AT THE SOLE OPTION OF THE STATE.

PROVIDE RECORDS STORAGE AND RETRIEVAL SERVICES IN ACCORDANCE WITH THE PROVISIONS OF RFP #7449672 AND THE BELOW LISTED DOCUMENTS:

1. SUPPLEMENTAL AGREEMENT BETWEEN THE RHODE ISLAND DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASES, AND IRON MOUNTAIN INFORMATION MANAGEMENT, INC. EFFECTIVE 9/17/12, PAGES 1-16 "SUPPLEMENTAL AGREEMENT";
2. RFP #7449672 TITLED "RECORDS STORAGE AND RETRIEVAL SERVICES (MPA #163)", PAGES 1-28, AND ADDENDA 1-5;
3. IRON MOUNTAIN COST PROPOSAL FOR STATE OF RHODE ISLAND DATED MAY 24, 2012;
4. E-MAIL DATED 7/18/12 FROM CHRISTOPHER DiMICCO TO NANCY RUSSOLINO RE: CLARIFYING QUESTIONS FOR IRON MOUNTAIN;
5. IRON MOUNTAIN TECHNICAL PROPOSAL FOR STATE OF RHODE ISLAND DATED MAY 24, 2012, INCORPORATED BY REFERENCE.

IN THE EVENT OF CONFLICTING TERMS AMONG THE ITEMS LISTED HEREIN, THE ORDER OF SUPREMACY DESCRIBED ON PAGE 2 OF THE SUPPLEMENTAL AGREEMENT SHALL CONTROL.

SUPPLIER CONTACT:
CHRISTOPHER DiMICCO - (781) 552-9079
FAX # (781) 658-2316
E-MAIL: Christopher.DiMicco@ironmountain.com

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Supplemental Agreement

The Rhode Island Department of Administration, Division of Purchases ("Division") and Iron Mountain Information Management, Inc. ("Vendor") (collectively known as the "Parties" or as a "Party" individually) hereby enter into this "Supplemental Agreement," on the 17th day of September, effective Sept. 17, 2012, for Master Price Agreement #163 ("MPA"), to provide records and media storage and retrieval services, imaging services, and shredding services to the branches of Rhode Island state government (including State agencies), the Board of Governors for Higher Education, Rhode Island municipalities (cities, towns, and school districts), and quasi-public agencies (collectively referred hereinafter as the "State"), in accordance with the terms and conditions stated in Request for Proposal # 7449672 ("RFP"), Record Storage and Retrieval Services and now stated herein.

1. General Responsibilities

The MPA will be for a five (5) year duration, with two (2) one (1) year extensions at the Division's sole option. Vendor hereby agrees to the following responsibilities including, but not limited to:

- a. Provide storage and retrieval services for use by the State.
- b. Transfer all records from existing storage vendor in a timely manner.
- c. Physical storage for approximately 107,000 boxes for the Public Records Administration and 60,000 boxes for the Judiciary at the start of the contract. The Judiciary and the active State agencies shall be stored at the Franklin, Massachusetts location (the amount of storage available at this location to be determined) unless otherwise agreed to by the State.
- d. Be prepared to physically store all of the State's records for the duration of the agreement.
- e. Provide storage and retrieval services to all State locations.
- f. Be prepared to destroy records through pulverizing, shredding, or incineration.
- g. Provide transportation for destroyed records, maintain confidentiality for destroyed records, and be able to provide destruction at Vendor's facility(ies) as well as any State facility.
- h. Provide permanent removal of any records from storage and return to any State location.
- i. Ensure that all storage facilities conform to the facility standards provided in the RFP, attached hereto as Appendix A.
- j. Vendor shall submit annually and maintain a performance bond approved by the State for \$2,000,000.
- k. Vendor must be in compliance with all terms detailed in RFP and provided herein. Therefore, the same offers, terms, and conditions as stated in the Supplemental Agreement will be accessible to the State. (In other words, the MPA is extended to all governmental or quasi-governmental entities in Rhode Island should they decide to voluntarily participate and access the pricing and terms available under MPA 163.)
- l. The cost of the services will be provided in accordance with Vendor's cost proposal (Appendix B).

This Supplemental Agreement is not an order and does not represent a commitment on the part of the State to any level of billing activity other than for services actually rendered during the term. This Supplemental Agreement and any services provided against it shall be subject to the provisions of Title 37, Chapter 2 of the General Laws of the State of Rhode Island, State Procurement Regulations and General Conditions of Purchase.

2. Incorporation of the Agreement in its Entirety

The Notice of Contract Purchase Agreement, along with the State Procurement Regulations and General Conditions of Purchase, and the documents listed below, are all expressly incorporated by reference into this Supplemental Agreement and shall be collectively referred to as the "Agreement:"

- a. The RFP, addendums, and all of the terms and conditions contained therein (Appendix A);
- b. Vendor's Cost Proposal (Appendix B);
- c. Vendor's Clarification Response (Appendix C); and
- d. Vendor's Technical Proposal, submitted May 24, 2012.

To the extent that there is any conflict in terms among the items incorporated into the Agreement listed above, the following order of supremacy (with one (1) being the highest order of priority) shall control:

- a. The State Procurement Regulations and the State's General Conditions of Purchase (Available on the Division's website);
- b. The Notice of Contract Purchase Agreement;
- c. This Supplemental Agreement;
- d. RFP # 7449672 (MPA # 163) and Addendums (Appendix A);
- e. Vendor's Clarifications Response (Appendix C);
- f. Vendor's Cost Proposal (Appendix B); and
- g. Vendor's Technical Proposal.

3. Detailed Requirements (Physical Records)

1. Storage

- 1.1. Record Storage:
 - 1.1.1. Vendor shall provide storage and retrieval as well as pickup and delivery services for the State.
 - 1.1.2. Storage shall comply with all State requirements as necessary, including HIPAA/HITECH requirements for patient/medical records.
 - 1.1.3. If records will be stored at or below grade level, Vendor must show that Vendor's facility is not in a flood zone.
 - 1.1.4. Vendor shall also provide for the destruction of stored records as required.
 - 1.1.5. There shall be no minimum storage rate charge for any account.
- 1.2. Current Record Inventory:

- 1.2.1. As of the effective date of this Supplemental Agreement, Vendor will be responsible for picking up the State's existing records at Cornerstone and transporting the records to Vendor's facility.
- 1.2.2. The State's current records inventory consists of approximately 107,000 boxes for the Public Records Administration, as well as 60,000 boxes for the Judiciary.
- 1.2.3. The details and schedules for the transfer will be finalized after this Supplemental Agreement is executed, however it is assumed that the current state records storage vendor will provide all records and indexing information to Vendor.
- 1.2.4. Vendor shall submit a transfer plan and timeline to the Public Records Administrator, the Judicial Records Center Manager, and any municipality detailing the transfer process within a reasonable time after contract execution.
- 1.2.5. The Public Records Administrator, the Judicial Records Center Manager, and the municipality will review and approve the plan and timeline prior to implementation.
- 1.3. **Box Size**
 - 1.3.1. Vendor shall not require that the State use record storage boxes provided by the contractor as long as the existing box meets the industry standard size.
 - 1.3.2. Vendor shall make storage boxes available for purchase should the boxes be needed by the State. The cost of the boxes must include lids and all necessary forms and barcodes for each box.
 - 1.3.3. The standard records storage box must accommodate either letter size (8.5" X 11") documents in folders or legal size (8.5" X 14") documents in folders. The minimum inside dimensions for the standard records storage box must be at least 15" X 12" X 10" and have a burst strength of at least two hundred (200) pounds.
 - 1.3.4. The volume of all standard records storage boxes will be considered one (1) cubic foot.
 - 1.3.5. Vendor shall not charge more than 1 cubic foot per standard records storage box relating to storage fees.
2. **Record Pickup, Processing, and Delivery**
 - 2.1. **Record Pickup and Processing**
 - 2.1.1. Vendor shall make regular pick-ups of records from all State locations as required.
 - 2.1.1.1. Pick-ups must occur no more than five (5) business days from the date of request for the return of files or boxes into storage
 - 2.1.1.2. Vendor shall have no more than ten (10) business days from the date of request for the pick-up of boxes being newly sent for storage, and no more than five (5) business days from pick-up for descriptive information of these boxes to be enter into Vendor's database and for the boxes to be assigned a regular storage location and shelved thereon.

- 2.1.1.3. Vendor shall have no more than two (2) business days within which to refile files into their assigned boxes on shelves or to interfile new files into assigned boxes on shelves.
- 2.1.2. Vendor will allow any State agency, through the Public Records Administration, the Judiciary, or the municipality to establish a schedule for pick-up services.
- 2.1.3. Vendor will be permitted access to the State agency between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday, excluding state holidays. As to the Judiciary, if Vendor is delivering by truck, access to the courthouses is from 10:00 a.m. to 2:00 p.m., Monday through Friday, excluding state holidays. If Vendor can carry the items into the courthouse, access is from 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding state holidays.
- 2.1.4. All costs for pick-ups shall be itemized in the cost proposal
- 2.2. Record Delivery
 - 2.2.1. Vendor shall deliver records to all State locations as required.
 - 2.2.2. Vendor's standard delivery service hours are between 8:30 a.m. to 4:00 p.m. for the Public Records Administration and 8:30 a.m. to 4:30 p.m. for the Judiciary Monday through Friday, excluding state holidays.
 - 2.2.3. The deliveries shall be divided into service level categories similar to those described below.
 - 2.2.3.1. Routine Service – Vendor shall provide routine delivery of records, to the specified State location by the end of the next business day from the time of request by the Public Records Administration on behalf of the State agency or the municipality. As to the Judiciary, the record is to be delivered by 10:00 a.m. the next business day to the Judicial Records Center.
 - 2.2.3.2. Emergency Service – Vendor shall provide emergency pickup or delivery of records, to the specified State location no later than 3 hours from the time of request by the Public Records Administration on behalf of the State agency, the Judiciary, or the municipality. If this time frame conflicts with the agency's normal business hours, at the State's discretion, a State representative will remain at the location to meet the contractor or the State will request that the delivery take place at 8:30 a.m. on the next business day. Emergency retrieval and delivery pricing shall apply only if emergency retrieval and delivery is specifically requested.
 - 2.2.4. All costs shall be itemized in the cost proposal.
- 2.3. Record Pickup and Delivery Requests
 - 2.3.1. Vendor shall accept and respond to requests from the Judiciary, municipality, or the Public Records Administration on behalf of authorized State agency personnel.
 - 2.3.2. Vendor shall provide appropriate contact information (landline and cell phone numbers, pagers, email, etc.) and be capable of responding to the requests and timelines specified above.

3. Tracking and Performance
 - 3.1. Inventory Tracking
 - 3.1.1. Vendor shall maintain an accurate, bar-coded and computer-based inventory tracking system. The computerized system must be web-enabled, with adequate security, to provide Internet access to the information by the Public Records Administration, the Judiciary, or the municipality.
 - 3.1.2. This system must be capable of documenting pickup, delivery and storage location of the State's documents and records.
 - 3.1.3. At a minimum, this system must be capable of identifying the contents, location, branch of government (including State agencies), the Board of Governors for Higher Education, quasi-public agency, or municipality (city, town, or school district) name and status (checked in/checked out) for each storage container/box. Essential data fields include: box number/bar code, box size, location, account code/number, box description/contents fields, contents date from and date to, date received, record series number, and destroy date. Preferred: media type/code field, notes field and systems adequate to allow indexing at box and file level.
 - 3.1.4. The inventory tracking process shall include appropriate logs and receipts for pickup and delivery of the individual boxes/containers for verification and audit purposes. Logs and receipts will be made available to the Public Records Administration and State agencies, the Judiciary, and the municipality as requested.
 - 3.1.5. The inventory status must be updated within twenty-four (24) hours of activity.
 - 3.1.6. Vendor shall provide instruction and training to staff of the Public Administration, the Judiciary, and municipality upon request. Pertinent training areas include: instruction (including written materials) on procedures for using the system, upgrades or changes during the contract period.
 - 3.2. Performance Criteria
 - 3.2.1. Vendor shall use its best efforts in meeting the timelines specified in Sections 2 Record Pickup, Processing, and Delivery and 3.1 Inventory Tracking, referring to pickup, processing, delivery and inventory tracking of the State's public records.
 - 3.2.2. Vendor shall meet the aforementioned performance standards.
 - 3.2.3. As required, meetings between Vendor and the Public Records Administrator, the Judicial Records Center Manager, and municipality will be conducted to discuss and resolve any problems with meeting the performance criteria.
 - 3.2.4. Failure to meet the performance criteria for three (3) consecutive months, or for less than ten (10) months over any twelve (12) month period, shall be grounds for unilateral termination of the contract by the State of Rhode Island. The Judiciary shall utilize the same terms and conditions of the MPA but may terminate its agreement with the vendor separately and independently of the Executive Branch.

- 3.2.5. The State reserves the right to terminate the contract with reasonable notice (at least sixty (60) days) based on continued failure to provide adequate service.
- 3.3. Lost or Damaged Boxes/Files - Any box or file not located and delivered in the expected timeline will be considered a lost box or file by the Public Records Administrator and the state agency, the Judiciary, or municipality, *provided, however,* Vendor shall be permitted reasonable time to perform audit to locate the box or file.
 - 3.3.1. Vendor, within the RFP response, shall include its policies and procedures to be followed should either a box or file not be located and delivered on time. These policies must include, but are not limited to, notifications, location, escalation, timelines and status updates to the Public Records Administrator and the State agency, the Judiciary, and municipality.
 - 3.3.2. To the extent Vendor has caused damage to the State's boxes, Vendor is responsible for repairing or restoring any damaged boxes in the custody of Vendor.
 - 3.3.3. In the alternative, if boxes or containers are damaged or deteriorate, from normal wear and tear, Iron Mountain will place the contents into new boxes/containers at the State's cost.
 - 3.3.4. Any damaged or destroyed records must be immediately reported to the Public Records Administration, the Judiciary, or municipality who owns the record.
 - 3.3.5. Vendor, in its proposal, shall provide its policies and procedures that will be followed in case records are damaged or destroyed.
- 3.4. Reporting
 - 3.4.1. Vendor shall provide reports to the Public Records Administration, the Judiciary, or municipality, free of charge. The reports shall include, but are not limited to, those described below.
 - 3.4.1.1. Inventory Reports – Vendor shall provide on a biannual basis two (2) computer generated inventory reports detailing the current inventory. At a minimum, data fields must identify: box number/bar code, alternate code, date range (from/to), sequence range (from/to), status (checked in/checked out), date sent into storage, destroy date, record series, and box description/contents fields.
 - 3.4.1.2. Daily retrieval reports – Vendor shall provide daily retrieval reports that provide, by account, the State account name and number, and for each file or box retrieved, the barcode, alternate code, location, file or box description, and status.
 - 3.4.1.3. Monthly refile reports – Vendor shall provide monthly reports documenting refile activity for each State account identifying the account name and number, and for each refiled folder, the date returned, box number/bar code, alternate code, box description, and file description.
 - 3.4.1.4. Monthly "Add" reports by account for boxes newly sent for storage.

- 3.4.2. Vendor shall provide monthly invoices to the Public Records Administrator, the Judiciary, and municipality for billing purposes as described below.
- 3.4.2.1. A master invoice for payment to the vendor covering the previous month, and showing a line item for total storage costs and for total service activity/goods costs.
- 3.4.2.2. Vendor shall make available to the State via IMConnect, invoices/reports for each the Public Records Administration and the State agency, the Judiciary, and municipality covering the previous month, and showing line item detail for all service activities completed, goods received and quantity of boxes in storage, including line item detail of total cubic footage for each quantity and size of box.
- 3.4.2.3. Vendor shall make available to the State, upon request, proof of receipt by the State agency, the Judiciary, or municipality, including signature, for purchases of new boxes, and the pick-up of boxes being newly sent for storage.
- 3.4.2.4. As part of the State's monthly invoice, Vendor shall include, one (1) copy of the Vendor's Certificate of Destruction, including summary information. For records removed permanently from storage, Vendor shall include a separate line item charge for boxes removed during the previous month. Additionally, for records removed permanently from storage (but not destroyed), signed proof of receipt by the State agency, the Judiciary, or municipality shall be made available to the State via IMConnect.
- 3.4.2.5. A sufficient level of detail shall be provided on each invoice for the State agency, the Judiciary, and municipality such that all charges may be verified as true and accurate.
- 3.4.2.6. Vendor shall make available to the State via IMConnect, an overview that captures for each account for the State agency, the Judiciary, or municipality: account number, account name, number of boxes in storage, prior month number of boxes in storage, number of boxes picked up in the month, number of refiles picked up in the month, number of interfiles picked up in the month, number of new boxes/lids purchased, number of boxes permanent-out, transferred out or transferred in, and number of boxes destroyed.
- 3.4.3. A report providing processing time/metrics for the respective requests and deliveries.
- 3.4.4. Vendor shall also provide a report relating to any boxes due for review or destruction as well as reports relating to outstanding boxes and files not returned to storage for more than six (6) months.
- 3.4.5. An immediate report of any lost, damaged or destroyed records or boxes to the Public Records Administrator and the State agency, the Judicial Records Center Manager, or municipality with title to the records.

4. Facility and Transportation
 - 4.1. Facility Environment
 - 4.1.1. Vendor's storage facilities shall provide a level of protection consistent with industry standards.
 - 4.1.2. Vendor shall make available vault storage with relative humidity of no less than 30% and no greater than 50%.
 - 4.1.3. Vendor shall have storage facilities available with temperature no higher than 70° Fahrenheit.
 - 4.1.4. The temperature and relative humidity should remain as constant as possible keeping the temperature variation to no more than $\pm 2^\circ$ Fahrenheit and relative humidity variation to no more than $\pm 3\%$ in any 24 hour period.
 - 4.1.5. A. Vendor shall have vault storage available with 40% relative humidity, with a variation of no more than $\pm 5\%$ and the temperature no higher than 65° Fahrenheit, with a variation of no more than $\pm 2^\circ$ Fahrenheit.
B. For magnetic tape vault storage: 35%-45% relative humidity, with a variation of no more than $\pm 2\%$ and the temperature no higher than 72° Fahrenheit, with a variation of no more than $\pm 2^\circ$ Fahrenheit.
 - 4.1.6. The climate control equipment should not be turned off or thermostat settings adjusted during nights, weekends and holidays.
 - 4.1.7. The State reserves the right to inspect the vendor's facility during regular business hours upon reasonable notice to the vendor and without cost to the State.
 - 4.2. Facility Operation
 - 4.2.1. Transportation shall occur in a vehicle that is properly registered and inspected and is suitable for the transportation of records.
 - 4.2.2. Vendor must have available for review a manual of the its operating procedures.
 - 4.2.3. Vendor must have a back-up power system in all facilities.
 - 4.2.4. Storage facilities cannot house any hazardous material.
 - 4.2.5. Storage facilities cannot be located within a flood area or risk exposure from external hazards.
 - 4.2.6. Vendor is responsible for security of all storage facilities. Storage facilities must be equipped with an intrusion alarm system that is monitored twenty-four (24) hours per day, including weekends and holidays.
 - 4.2.7. Vendor must provide adequate storage capacity to meet both the current and future needs of all state agencies requiring storage services.
 - 4.2.8. Vendor is responsible for all the contents stored in any of its storage facilities. Vendor must provide a written disaster and recovery plan for any catastrophic occurrences including but not limited to hurricane, flood, fire, etc.
 - 4.2.9. With reasonable notice during regular business hours, the State Risk Management Office, the Public Records Administrator, the Judicial Records Manager, or municipality reserves the right to monitor and

inspect the facilities. A State agency may also inspect the facility with reasonable notice.

- 4.2.10. Vendor is responsible for Vendor's recovery from any catastrophic occurrences, natural or manmade, including but not limited to fire, damage or theft, as well as any associated costs incurred by its facilities. Vendor must carry the appropriate insurance as stated below and provide proof thereof.
- 4.2.11. The storage facility or facilities must be properly shelved, fully secured, and equipped with motion (or acceptable alternative), smoke and/or heat detectors/alarms to prevent loss from theft and fire. The State requires that the facility or facilities be constructed and equipped with fire safety systems as required by the International Fire Code (IFC-2000) and other applicable State codes.
- 4.2.12. Vendor must be the operator of the storage facilities or facilities. Storage of records cannot be subcontracted to a third party or other warehouse operator.
- 4.2.13. Appropriate redundant systems must ensure continuous operation.

4.3. Facility Visitors

- 4.3.1. Access to the storage area must be strictly limited with identification tags provided for the company's staff.
- 4.3.2. Any facility visitors must sign in/out and logs must be maintained for the storage area, loading dock and research areas.
- 4.3.3. Visitors must be escorted at all times. The visitor logs for the State's records must be available for viewing by the Public Records Administrator, the Judicial Records Center Manager, or municipality.
- 4.3.4. Vendor shall provide for on-site review of State records stored at the vendor's facility or facilities during normal business hours. No additional fees, other than any standard retrieval, photocopying, or fax transmission fees may be assessed for on-site review of records. Such facility visits will be arranged through the Public Records Administration, the Judicial Records Center Manager, or municipality.
- 4.3.5. The State reserves the right to inspect the vendor's facility during regular business hours with reasonable notice to the vendor and without cost to the State. Any such inspections must be on reasonable basis.

4.4. Transportation

- 4.4.1. Vendor must provide vehicles designed for the transportation of storage records.
- 4.4.2. The vehicles must have the appropriate security features (anti-theft device) and be secured while at a delivery/pickup site.
- 4.4.3. All vehicles must be equipped with a fire extinguisher.

5. Company Staffing

5.1. Account Representation

- 5.1.1. Vendor shall appoint a representative for the State of Rhode Island, who works in the New England area, as a single point of contact in order to insure a high level of responsiveness to the state's needs.

- 5.1.2. A backup contact shall also be designated for the purposes of providing coverage during the primary contact's absence.
- 5.2. Vendor's Staff
 - 5.2.1. For pickups and deliveries, Vendor shall employ professional and trained staff.
 - 5.2.2. The staff must carry appropriate company photo-identification at all times.
 - 5.2.3. Vendor shall identify its entire staff, and require drug and background checks on its entire staff that may have access to the records.
 - 5.2.4. Staff must be properly licensed to drive a motor vehicle in the State of Rhode Island as required. The State shall require the submission of the motor vehicle record of any driver candidate. Any driver candidate which refuses to submit motor vehicle records shall be replaced by Vendor with an alternate employee.
 - 5.2.5. The Judiciary and the Department of Administration shall require and conduct a criminal background investigation on all current employees who will enter the State's premises. Any employee refusing to comply with such investigation will be replaced by Vendor with an alternate employee. Vendor shall require a criminal background investigation on all current employees. A background investigation shall be required of any employees hired after the contract with the State is signed. A criminal background investigation on new employees is a continuing requirement throughout the term of the contract with the Judiciary and the Department of Administration.

4. Insurance Requirements

Vendor shall acquire and maintain professional liability insurance for the duration of the engagement in the following amount[s]:

Commercial General Liability Insurance: Vendor shall obtain, at Vendor's expense, and keep in effect during the term of this contract Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000 per occurrence and aggregate is required:

Auto Liability Insurance: Vendor shall obtain, at Vendor's expense, and keep in effect during the term of this contract, auto liability insurance covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained.

Workers' Compensation and Employers Liability: Vendor shall obtain statutory Workers' Compensation coverage in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000 each accident, \$500,000 disease or policy limit, \$100,000 each employee.

Subject at all times to the terms of Section 10, herein, the State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.

The liability insurance coverage, except Workers' Compensation required for the performance of the contract, shall include the State of Rhode Island and its divisions, officers and employees as Additional Insured but only with respect to Vendor's activities under this contract.

The insurance required in this Agreement, through a policy or endorsement shall include:

- A) A Waiver of Subrogation waiving any right to recovery the insurance company may have against the State.
- B) A provision that Vendor's insurance coverage shall be primary in respect to any insurance, self-insurance, or self retention maintained by the State and that any insurance, self- insurance, or self-retention maintained by the State shall be in excess of Vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from Vendor or its insurer(s) to the Division. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

As evidence of the insurance coverage required by this contract, Vendor shall furnish Certificate(s) of Insurance to the Division, along with a copy of the Additional Insured policy endorsement, at least forty-eight (48) hours prior to the commencement of the contract. Failure to comply with this provision shall result in rejection of the bid offer.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Division. Vendor shall pay for all deductibles, self insured retentions and/or self-insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

In the event electronic transfer and storage of records is offered as a service, Vendor should be required to show in addition to the accompanying list of insurance, Technology Errors and Omission Coverage in an amount no less than \$1,000,000 per event and aggregate. The Errors and Omission Coverage should include the following:

Errors and Omissions: Coverage for losses caused by an act, error, or omission committed by the insured technology professional while performing services for us.

Product Failure: (if applicable) -- insurance for losses caused by the failure of the insured technology professional's product or service to perform as intended or promised.

Security Failure: coverage for losses caused by failure of the insured technology professional to prevent unauthorized access to an online system.

Professional Liability: insurance that covers losses caused by the technology professional's infringement of copyright or trademark protected materials.

Personal injury losses caused by the insured technology professional's acts, errors, or omissions while supplying a product or providing a service. This may include defamation or disparagement causing harm to the character, reputation, or feelings of another including libel slander, or invasion of privacy.

5. Electronic Records

Vendor shall provide any electronic services as provided in their proposal. Any such services shall be in accordance with the specifications provided in the RFP, and shall be at, or less than, the cost stated in the cost proposal (Appendix A).

6. Transition from Prior Vendor

Vendor will be able to transfer an average of at least 4,000 to 5,000 boxes per week, subject to cooperation from Cornerstone. Transition shall be conducted in an orderly fashion with regular updates to State officials. The cost for such transition shall be the all inclusive rate provided in the cost proposal (Appendix A).

7. Future Transitions

If the State transfers its records to a new vendor in the future, Vendor shall fully cooperate in good faith with any such transition.

8. Cancellation and Termination

This MPA shall automatically terminate as of the date specified within this Agreement or on any other date mutually agreeable to the parties. The State of Rhode Island reserves the right to cancel and/or terminate this Agreement at any time during the duration of the Agreement for cause and with reasonable notice subject only to payment for services authorized and rendered through the date the cancellation notice takes effect.

9. Invoicing

The Executive Branch invoicing against this MPA shall be submitted on a monthly basis and shall include an itemized account of all activity. Invoicing shall be directed as follows:

Agency	Billing Address	Billing Reference
1. State Records Center	Office of the Secretary of State #07-	

State Archives & Public
Records Administration
337 Westminster Street
Providence, R.I. 02903

2. Judicial Records Center The Rhode Island Supreme Court
Judicial Records Center
5 Hill Street
Pawtucket, Rhode Island 02860

All invoicing shall reference the MPA Number, the item(s) covered and the unit pricing in the same format as described in the contract. Invoices for items not received and/or for work not yet performed shall not be honored.

10. Indemnification/Liability

A. Risk Allocation. For the purposes of this Agreement, the State declares the following values for items stored under this Agreement ("Deposits"): (a) for hard-copy records, \$1.00 per carton, linear foot of open-shelf files or other storage pricing unit, and (b) for media, the cost of replacing the physical item (each a "Declared Value"). Vendor shall not be liable under this Agreement, with respect to any claims related to the Deposits and data therein or with respect to any non storage services or electronic storage services performed, unless Vendor fails to exercise such care as a reasonably careful person would exercise under like circumstances. Unless otherwise indicated in this Section 10, if liable, the amount of Vendor's liability is limited as follows:

- (i) with respect to Deposits and related data, Vendor's liability is limited to the Declared Value;
- (ii) with respect to non storage services and electronic storage services and data related to each, Vendor's liability is limited to six (6) months of fees paid by the State for the particular service that gave rise to the claim; and
- (iii) to the extent damaged Deposits are otherwise salvageable, Vendor shall use its best efforts to reasonably restore the physical medium upon which the data is contained.

Deposits and data are not insured by Vendor against loss or damage, however caused. If Deposits and/or data are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any claim related to the Deposits and/or data while in the custody of the carrier.

B. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss or interruption of business, or the cost of recreating any data or information (except as set forth in Section 10.A.(iii)), regardless of whether an action is brought in tort, contract or under any other theory of liability.

C. Bodily Injury/Property Damage Indemnity. Vendor agrees to indemnify the State with respect to any claim or demand for bodily injury (including death) or loss of or damage to tangible property (excluding materials stored with Vendor), to the extent based upon the negligent acts or omissions of the Vendor, provided that the State provides the Vendor prompt written notice of any such claim or demand. The State shall grant the Vendor the option to control the defense and/or settlement of the claim or demand and, in the event the Vendor exercises such option to control the defense/settlement, then (i) the

Vendor shall not settle any claim requiring any admission of fault on the part of the State without its prior written consent, (ii) the State shall have the right to participate, at its own expense, in the claim or suit and (iii) the State shall cooperate with the Vendor as may be reasonably requested. The Vendor's sole obligation hereunder shall be to pay any judgment rendered, or settlement made, as a result of any such claim or demand.

D. Indemnity for Deposits. Vendor shall indemnify the State from and against any amounts awarded by a court of competent jurisdiction resulting directly and solely by any discovery sanctions imposed upon State by any court, arbitrator or other tribunal, including but not limited to a default judgment or dismissal (the "Discovery Sanctions"), due to State's failure to produce relevant, discoverable information, if such information was contained in Deposits which were destroyed, lost, or damaged by Vendor. Vendor shall not be liable for the destruction of any Deposits authorized in writing by State, including without limitation any data contained in the Deposits stored under this Agreement listed on a 'Preliminary Destruction Eligibility List', as may be customarily provided to Vendor by the State, even if the data contained in the Deposits stored under this Agreement were subject to a litigation hold. Further, Vendor shall not be liable in the event that a particular record was not included by the State in any particular Deposit. In no event will Vendor's cumulative, aggregate liability arising out of or in connection with any Discovery Sanction exceed two hundred and fifty thousand (\$250,000) per incident and five hundred thousand dollars (\$500,000.) in the aggregate during the term of this Agreement.

11. Governmental Orders

Vendor is not authorized to provide any State's records to any third-party, including under subpoena, without the written consent of the State. Any request for records should be directed to the State. Any subpoena received by Vendor shall be immediately forwarded to the Records Administrator, with a copy to the agency who owns the records, or in the case of the Judiciary, to the Judicial Records Administrator, with a copy to the State Court Administrator. The State shall be responsible for responding appropriately to the subpoena with either instructions to Vendor to provide the requested records, at the State's cost, or with a motion to quash or limit any such subpoena.

12. Safe Materials and Premises

The State shall not intentionally store with Vendor 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. The State shall not intentionally store negotiable instruments, jewelry, check stock or other items that have intrinsic value. The State warrants that it shall only place paper-based materials in the shredding bins.

13. Force Majeure

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

14. Assignment

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

15. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

16. Amendment

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by both parties hereto and specifically referring to this Agreement.

17. Publicity

Neither Party shall use the other's name, logo, or service marks in conjunction with a press release or advertisement without first obtaining written approval (email is an accepted form of request and approval) from the other.

18. Notice

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908

The Rhode Island Supreme Court
Judicial Records Center
5 Hill Street
Pawtucket, Rhode Island 02860

Iron Mountain Information Management, Inc.
17 Hydro Plant Road
Milton, NH 03851
Attn: Territory Vice President, New England

With a copy to:

Iron Mountain Information Management, Inc
745 Atlantic Avenue
Boston, MA 02111
Attn: General Counsel

19. Headings

The headings contained in this Supplemental Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Supplemental Agreement.

20. Severability

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

21. Entire Agreement/Counterparts

This Supplemental Agreement, and the items incorporated herein by reference, shall constitute the entire understanding of the Parties. This Supplemental Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Supplemental Agreement as of the date set forth below.

Iron Mountain Information Management, Inc.

By: [Signature]
Name: SP Kelly
Title: Vice President
Date: 9/13/2012

State Purchasing Official:

By: [Signature]
Name: Richard A. Licht
Title: Director of Administration
Date: 9/14/12

Secretary of State:

By: [Signature]
Name: A. Ralph Muller
Title: Secretary of State
Date: 9/14/2012

Judiciary:

By: [Signature]
Name: Josep Baxter
Title: State Court Administrator
Date: 9/17/12

Approved as to Form and Content:
Iron Mountain Legal Department
By: [Signature]
Name: Samia Hopson, Esq.
Title: Corporate Counsel

PAAWD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and

Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the

agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller. \

P1

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.
PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY
RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED
BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

P6

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY
COMPLIANCE.

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE2

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.



REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

Iron Mountain Cost Proposal

for State of Rhode Island

May 24, 2012

RE: Records Storage and Retrieval Services
#7449672



Christopher DiMicco
Solutions Sales Representative
745 Atlantic Avenue
Boston, MA 02111
781-552-9079

Christopher.DiMicco@ironmountain.com

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Confidentiality

This proposal includes information that shall not be disclosed and shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Iron Mountain as a result of, or in connection with, the submission of this proposal, the State of Rhode Island shall have the right to duplicate, use, or disclose the information to the extent necessary to implement the resulting contract. This restriction does not limit the State of Rhode Island's right to use information contained in this proposal if it is obtained without restriction from another source.

Attachment E
Attachment E
Secure Shredding

Iron Mountain Overview

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

Solution Categories

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

INFORMATION GOVERNANCE AND DISCOVERY



Information Governance and Discovery

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

DATA BACKUP AND RECOVERY



DOCUMENT PROCESS EFFICIENCIES



Data Backup and Recovery

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

Document Process Efficiencies

- Document Management Solutions
- Business Process Management

The Numbers Tell Our Story

Make a secure decision

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

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

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

Iron Mountain Security

Our customers trust us with their most important physical and digital information. It's a big responsibility — one all of us at Iron Mountain take very seriously — and it's our number one priority. Security is central to who we are. Our charge to "protect customer information as if it were our own" is the cornerstone of our company's mission and our core values.

Our commitment is ongoing and evolving with new tools and techniques to better safeguard the assets under our care. We make continual investments to secure our facilities and vehicles. We're careful about the professionals we hire and how they're trained.

In fact, we invest more than anyone else in our industry to protect your information. Over the last decade, we've spent approximately \$170 million on transferring records out of acquired facilities that fell below our strict security standards as well as on upgrading others. In 2007, we invested more than \$15 million outfitting our trucks with patent-pending locks and alarms to protect information in transit. Also in 2007, we specially commissioned and funded a \$1 million assessment of a fire control and suppression system for protecting hardcopy records.

At Iron Mountain, we're proud of our commitment to security and our track record for reliability. We are committed to protecting your information.

We want you to have confidence and trust in choosing Iron Mountain. We've stored information for nearly 60 years and more than 95% of the Fortune 1000 relies on us. Iron Mountain's commitment to the protection of our customers' information has been recognized by our peers. In 2008, *Security Magazine* named us one of the most secure companies in the United States, and we have received the distinctive honor of being appointed to the PCI Security Standards Council. As a member of this council, Iron Mountain will help shape the future development of PCI standards.

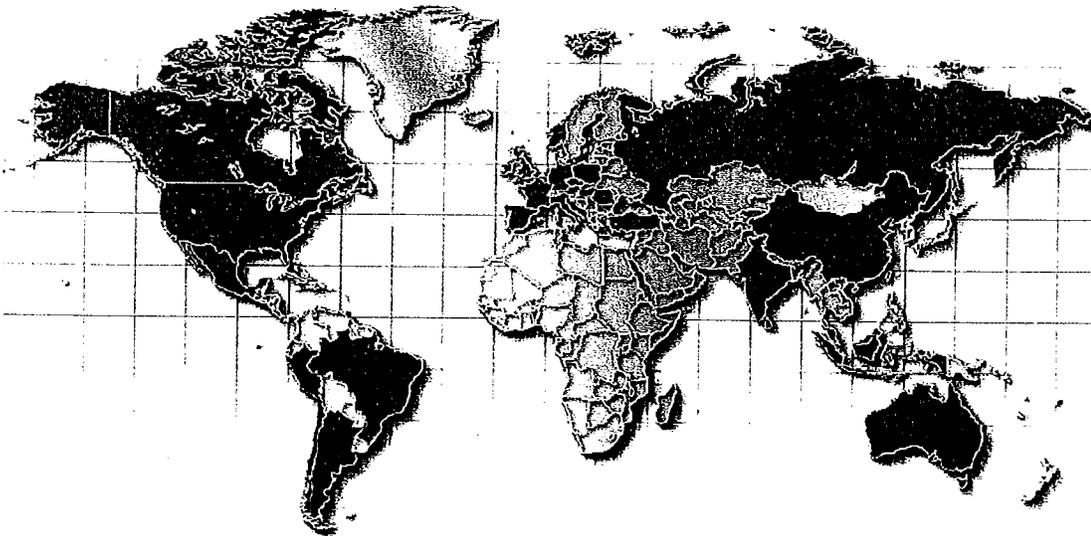
Iron Mountain ensures the level of security by:

- Investing in and utilizing proven security technology
- Implementing multi-step procedural security checks at our facilities and in our transportation vehicles
- Screening all job candidates against strict hiring guidelines, including intensive legal background checks
- Providing extensive and consistent employee training
- Employing third-party security audits by independent security firms to help detect weaknesses and further enhance our security culture

Iron Mountain Locations

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

■ Iron Mountain Coverage



Executive Branch – Attachment E

Please see Iron Mountain's pricing for the Executive Branch on the following pages.

Executive Branch - Attachment E

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Option)	Year 7 (Option)
1a. Storage-standard box (1 foot) - Monthly	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129
1b. Storage-nonstandard/foot - Monthly Per cubic ft	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129
2a. Storage-vault-standard box (1 foot) - Monthly	\$1.323	\$1.323	\$1.323	\$1.323	\$1.323	\$1.323	\$1.323
2b. Storage vault-nonstandard/foot - Monthly Per Cubic Ft	\$1.580	\$1.580	\$1.580	\$1.580	\$1.580	\$1.580	\$1.580
3a. Retrieval/box per cubic ft	\$1.200	\$1.200	\$1.200	\$1.200	\$1.200	\$1.200	\$1.200
3b. Retrieval/file per file	\$1.530	\$1.530	\$1.530	\$1.530	\$1.530	\$1.530	\$1.530
3c. Refile/box per cubic ft	\$1.200	\$1.200	\$1.200	\$1.200	\$1.200	\$1.200	\$1.200
3d. Refile/file per file	\$1.610	\$1.610	\$1.610	\$1.610	\$1.610	\$1.610	\$1.610
3e. Interfiles per file	\$2.590	\$2.590	\$2.590	\$2.590	\$2.590	\$2.590	\$2.590
4 Retrieval-rush (2-3 hours):							
Box - per cubic ft	\$3.130	\$3.130	\$3.130	\$3.130	\$3.130	\$3.130	\$3.130
File - per file	\$3.470	\$3.470	\$3.470	\$3.470	\$3.470	\$3.470	\$3.470
5a. New box processing/new deposits per cubic ft	\$0.930	\$0.930	\$0.930	\$0.930	\$0.930	\$0.930	\$0.930
5b. New file processing/file entry processing	\$0.210	\$0.210	\$0.210	\$0.210	\$0.210	\$0.210	\$0.210
6 Delivery-next day	\$12.890	\$12.890	\$12.890	\$12.890	\$12.890	\$12.890	\$12.890
7a. Delivery-half day	\$22.340	\$22.340	\$22.340	\$22.340	\$22.340	\$22.340	\$22.340
7b. Delivery-emergency/rush (2-3 hours)	\$32.540	\$32.540	\$32.540	\$32.540	\$32.540	\$32.540	\$32.540
7c. Delivery-after hours/weekends/holidays	\$111.550	\$111.550	\$111.550	\$111.550	\$111.550	\$111.550	\$111.550
7d. Delivery-bulk/pallet	Next/Half/Rush same price						
8a. Remove/withdraw from storage:	\$2.500	\$2.500	\$2.000	\$1.500	\$1.000	\$1.000	\$1.000
8b. Destruction - vendor's facility:	\$2.250	\$2.250	\$2.250	\$2.250	\$2.250	\$2.250	\$2.250
9 Destruction-offsite:	\$2.000	\$2.000	\$2.000	\$2.000	\$2.000	\$2.000	\$2.000
Per Box (1.2)	\$1.660	\$1.660	\$1.660	\$1.660	\$1.660	\$1.660	\$1.660
Per Feet (Per Cubic Ft)	\$0.080	\$0.080	\$0.080	\$0.080	\$0.080	\$0.080	\$0.080
Per Pound							

Optional All Inclusive Rate (including storage plus 3a to 3e below; please state any maximums that may apply) -- The State would like to consider this pricing option for either the Judiciary or agencies that are more active with retrieval and refiling.

3a.
Retrieval/file _____
& Entry _____
3b. Receiving
3c. Refile/box
3d. Refile/file _____
3e.
Interfiles _____

If the State's executive branches or other state entities would like all inclusive/bundled pricing, The request can be accommodated at the account level based on corresponding activity.

Electronic Records Storage (Optional)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Option)	Year 7 (Option)
1 Document Preparation	Please Schedule A for Records Management and Schedule A for Scanning						
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							

2 Scanning							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
3 Indexing							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
4 Quality Control							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
5 Electronic Storage							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
6 Retrieval							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
7 Destruction of Paper Records							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Option)	Year 7 (Option)
Over 1,000,0000							
8 Destruction of Electronic Records							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,0000							
Over 1,000,0000							
Add additional as necessary							
Optional All Inclusive Charge for All Electronic Services Above							
1-250,000 pages	Please Schedule A for Records Management and schedule A for Scanning						
250,000 to 500,000							
500,000 to 1,000,0000							
Over 1,000,0000							

Judicial Branch – Attachment E

Please see Iron Mountain's pricing for the Judicial Branch on the following pages.

Electronic Records Storage (Optional)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Option)	Year 7 (Option)
1 Document Preparation	Please Schedule A for Records Management and schedule A for Scanning						
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							

2 Scanning							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
3 Indexing							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
4 Quality Control							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
5 Electronic Storage							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
6 Retrieval							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,000							
Over 1,000,000							
7 Destruction of Paper Records							

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Option)	Year 7 (Option)
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,0000							
Over 1,000,0000							
8 Destruction of Electronic Records							
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,0000							
Over 1,000,0000							
Add additional as necessary							
Optional All Inclusive Charge for All Electronic Services Above							
	Please Schedule A for Records Management and Schedule A for Scanning						
1-250,000 pages							
250,000 to 500,000							
500,000 to 1,000,0000							
Over 1,000,0000							

Records Management and Secure Shredding

Schedule A: PROGRAM PRICING SCHEDULE

Records Management and Secure Shredding

This Records Management and Secure Shredding Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and State of Rhode Island and Providence Plantations, (the "Customer").

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

This Records Management and Secure Shredding Pricing Schedule supersedes and terminates any prior Records Management and Secure Shredding Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management and Secure Shredding services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

State of Rhode Island and Providence Plantations

District Name/Number: Boston - 02301 | Customer No. To be determined

Effective Date: July 1, 2012

List Prices (as of May 24th, 2012)

STANDARD STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)			
DESCRIPTION	CURRENT LIST PRICE	EFFECTIVE PRICE	PER
■ Carton Storage	\$0.488	\$0.129	Cubic Foot
■ Receiving and Entering - Carton	\$3.09	\$0.93	Cubic Foot
■ Regular Retrieval - Carton	\$3.99	\$1.20	Cubic Foot
■ Regular Retrieval - File from Carton	\$5.36	\$1.53	File
■ Regular Refile - Carton	\$3.99	\$1.20	Cubic Foot
■ Regular Refile - File to Carton	\$5.36	\$1.53	File
■ Archival Destruction - Carton	\$4.83	\$2.25	per CF including retrieval charges
■ Permanent Withdrawal - Carton	\$6.03	\$2.50	\$1.00 in Year 5 (exhibit E)
■ Next Day Delivery	\$37.95	\$12.89	Visit plus Handling Charge
■ Regular Pickup	\$37.95	\$12.89	Visit plus Handling Charge
■ Handling Charge	\$3.50	\$1.03	Cubic Foot

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)			
DESCRIPTION		EFFECTIVE PRICE	PER
■ Rush Retrieval - Carton		\$3.13	Cubic Foot
■ Rush Retrieval - File from Carton		\$3.47	File
■ Regular Interfile - Carton		\$2.59	Each
■ Half Day Delivery		\$22.34	Visit plus Handling Charge
■ Rush Delivery - Business Day		\$32.54	Visit plus Handling Charge
■ Rush Delivery - Weekends/Holidays/After Hours		\$111.55	Visit plus Handling Charge
■ Rush Pickup - Business Day		\$32.54	Visit plus Handling Charge
■ Miscellaneous Services - Labor		\$39.45	Hour
■ Re-Boxing Charge		\$4.00	Including Carton Cost

OTHER PROGRAM FEES (see http://cic.ironmountain.com/records/glossary for service definitions)			
DESCRIPTION		EFFECTIVE PRICE	PER
■ Administrative Fee (Summary Billing)		No Charge	Account ID per Month
■ Administrative Fee (Detailed Billing)		No Charge	Account ID per Month
■ Fuel Surcharge		No Charge	

Custom Pricing

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Initial Move - Carton	No Charge	Cubic Foot
■ Initial Move - Individual Listing	Data Dump-	No charge
■ Initial Move - Labor	NO charge	
■ Individual Listing	\$0.22	File
■ Standard Letter/Legal	\$1.42	Each
■ Legal Transfer	\$2.53	Each
■ Check Box	\$1.64	Each
■ Storage Minimum	No Minimum Charge	
■ Minimum Service Order Charge	No Records Storage Minimum	
■ Document Conversion - Labor	\$39.45	Hour
■ Document Conversion - Image Indexing (Keystroke)	\$0.01	Keystroke
■ Document Conversion - Image Capture Scan (non-IOD)	\$0.02	Image
■ Document Conversion - Professional Services	\$250.00	Hour
■ Document Conversion - Imaging Delivery Setup		Quote
■ Digital Record Center for Images - Base Implementation Fee	\$6,000.00	Implementation
■ Digital Record Center for Images - Storage	\$10.00	GB per Month
■ Digital Record Center for Images - User Fee	\$10.00	User per Month
■ Digital Record Center for Images - Minimum Monthly Commit	\$800.00	Month

Base pricing for scanning and electronic storage is referenced above (Digital Records Center). For estimated all inclusive pricing per image based on previous projects (by vertical) please see table in scanning pricing exhibit.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

Initial Move

Initial Move prices apply for the services listed for Items received during the startup process (Initial Move) of a new customer program and applies to all initial volume received by Iron Mountain within twelve (12) months of the date of the Agreement. The twelve months is an estimate and will be based on timeline established by State with existing vendor

Iron Mountain will reimburse Customer \$1.00 per Carton totaling approximately \$167,000.00 for all inventory transferred from current vendor and received into Iron Mountain's SafeKeeperPLUS system during the initial transfer period.

Secure Shredding

Destruction of a customer's paper-based materials performed at an off-site facility or on-site at the customer's location. Service Fees are applied on a per work order basis for each collection container serviced.

Program Setup Fees

Program Setup includes the initial delivery and placement of collection containers at the Customer's Location for 60 days after the Contract Effective Date.

DESCRIPTION	PRICE	PER
■ Program Setup Fee	\$0.00	Container

Off-Site Secure Shredding Services

► COLLECTION CONTAINERS

LOCATIONS WITH	PRICE	PER
■ Per Box	\$2.00	Box
■ 32-Gallon Containers	\$5.00	Container
■ 65-Gallon Containers	\$7.00	Container
■ 65-Gallon Containers (Staged)	\$6.00	Container

Minimum Shredding Service Charge

A Minimum Shredding Service Charge is applicable to all work orders. This charge will apply when the total work order fees do not meet the minimum charge set forth in this Pricing Schedule.

DESCRIPTION	PRICE	PER
■ Minimum Off-Site Shredding Service Charge	\$25.00	Work Order

On-Call Service Fee

An additional fee charged to the work order for unscheduled service.

DESCRIPTION	PRICE	PER
■ Off-Site Shred Trip	\$0.00	Work Order

Container Pickup/Delivery

Container Pickup/Delivery includes the delivery and placement, relocation, or pickup of collection containers at the Customer Location.

DESCRIPTION	PRICE	PER
■ Container Pickup/Delivery	\$0.00	Container

Plastic Media Destruction

Plastic Media Destruction service includes the destruction of non-paper based materials and is quoted on a per project basis. Additional Labor Fees and a Minimum Service Fee may apply. For a complete list of approved plastic media eligible for destruction services, please refer to the Customer Information Center (CIC) at cic.ironmountain.com.

Secure Shredding Special Projects

Special Project Services provided outside the scope of routine services will be quoted on a per project basis. Pricing for transactional services listed on the Pricing Schedule may differ when they are part of a special project. Additional Labor Fees and a Minimum Service Fee may apply.

Labor

Labor charges may be assessed to perform services not specifically addressed in this schedule.

DESCRIPTION	PRICE	PER
■ Labor	\$39.45	Hour

Unless otherwise specified, pricing is for paper based shredding services. Shredding of other approved non paper-based media shall be quoted separately.

Customer Locations with restricted access or non-standard service requirements may be subject to additional fees.

Records Management – Climate Controlled

Schedule A: PROGRAM PRICING SCHEDULE

Records Management — Climate Controlled

This Records Management — Climate Controlled Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, Inc., (the “Company” or “Iron Mountain”) and The State of Rhode Island and Providence Plantations, (the “Customer”).

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

This Records Management — Climate Controlled Pricing Schedule supersedes and terminates any prior Records Management — Climate Controlled Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management — Climate Controlled services not specifically listed on this Schedule A will be charged at Iron Mountain’s then current rates.

District Name/Number: Boston - 02301 | Customer No. To be determined
Effective Date: July 1, 2012

Pricing for Core Services

STANDARD STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Climate Controlled Storage	\$1.58	Cubic Foot
■ Receiving and Entering - Carton	\$.93	Cubic Foot
■ Regular Retrieval - Carton	\$1.20	Cubic Foot
■ Regular Retrieval - Item from Carton	\$1.53	Item
■ Regular Refile - Carton	\$1.20	Cubic Foot
■ Regular Refile - Item to Carton	\$1.61	Item
■ Archival Destruction - Climate Controlled Storage Carton	\$2.50	Inclusive of retrieval charges
■ Permanent Withdrawal - Carton	\$2.50	\$1.00 in year 5 (exhibit E)
■ Next Day Delivery	\$22.43	Visit plus Handling Charge
■ Regular Pickup	\$12.89	Visit plus Handling Charge
■ Handling Charge	\$1.03	Cubic Foot

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Rush Retrieval - Carton	\$3.13	Cubic Foot
■ Rush Retrieval - Item from Carton	\$3.47	Item
■ Regular Interfile - Carton	\$2.59	Each
■ Half Day Delivery	\$22.34	Visit plus Handling Charge
■ Rush Delivery - Business Day	\$32.54	Visit plus Handling Charge
■ Rush Delivery - Weekends/Holidays/After Hours	\$111.55	Visit plus Handling Charge
■ Rush Pickup - Business Day	\$32.34	Visit plus Handling Charge
■ Miscellaneous Services - Labor	\$39.45	Hour
■ Re-Boxing Charge	\$4.00	Including Carton Cost

OTHER PROGRAM FEES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee (Summary Billing)	No Charge	Account ID per Month
■ Administrative Fee (Detailed Billing)	No Charge	Account ID per Month
■ Fuel Surcharge	No Charge	

Custom Pricing

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Initial Move - Carton	No Charge	Cubic Foot
■ Initial Move - Individual Listing	Data Dump – No Charge	
■ Initial Move - Labor	No Charge	
■ Initial Move - Standard Letter/Legal	\$1.42	Each
■ Initial Move - Legal Transfer	\$2.53	Each
■ Initial Move - Check	\$1.64	Each
■ Individual Listing	\$0.22	File
■ Storage Minimum	No Minimum	
■ Minimum Service Order Charge	No Minimum	

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

Initial Move

Initial Move prices apply for the services listed for Items received during the startup process (Initial Move) of a new customer program and applies to all initial volume received by Iron Mountain within twelve (12) months of the date of the Agreement.

Iron Mountain will reimburse Customer \$1.00 per Carton for all inventory transferred from current vendor and received into Iron Mountain's SafeKeeperPLUS

Records Management — Image on Demand™ (IOD)

Schedule A: PROGRAM PRICING SCHEDULE

Records Management — Image on Demand™ (IOD)

This Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and The State of Rhode Island and Providence Plantations, (the "Customer").

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

This Records Management — Image on Demand (IOD) Pricing Schedule supersedes and terminates any prior Records Management — Image on Demand (IOD) Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts and document types noted below.

The State of Rhode Island and Providence Plantations

District Name/Number: Boston - 02301 | Customer No. TBD

Effective Date: July 1, 2012

Image on Demand

The pricing included in this schedule applies specifically to the conversion of (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

► RECURRING TRANSACTIONAL CHARGES (IOD BY FILE)

DESCRIPTION	PRICE	PER
■ Image on Demand - File Scan Rate (includes first 25 images)	\$4.00	File
■ Image on Demand - Digital Images Scanned (in excess of file cap)	\$0.10	Image
■ Image on Demand - Image Transmission, Next Day	No Charge	Order
■ Image on Demand - Hourly Labor	\$39.45	Hour
■ Image on Demand - Order Minimum	\$12.00	Order

Iron Mountain Scanning Services Pricing Examples

Iron Mountain Scanning Services Pricing Examples

Document Type

General Documents	<i>Per Image inclusive rate</i>	0.10
Discovery Services	<i>Per Image inclusive rate</i>	0.139
Contracts	<i>Per Image inclusive rate</i>	0.085
Human Resources Files	<i>Per Image inclusive rate</i>	0.108
Account Payable	<i>Per Image inclusive rate</i>	0.123
Healthcare Records	<i>Per Image inclusive rate</i>	0.118
Insurance	<i>Per Image inclusive rate</i>	0.096
Academic Transcript Records	<i>Per Image inclusive rate</i>	0.109
Bound Books	<i>Per Image inclusive rate</i>	0.21

Prices shown are for illustration purposes only. Customer requirements can vary widely from each other. Iron Mountain will use the base rates reflected in your Schedule A to derive the actual pricing for each application being considered for scanning. The image rates shown above are intended to include all services related to the imaging function including document preparation, scanning, indexing, quality control and output of the files to the Customer.

Daniel Majcher - RE: Clarifying questions for Iron Mountain

From: "DiMicco, Christopher" <Christopher.DiMicco@ironmountain.com>
To: Nancy Russolino <Nancy.Russolino@doa.ri.gov>
Date: 7/18/2012 2:06 PM
Subject: RE: Clarifying questions for Iron Mountain
CC: Daniel Majcher <Daniel.Majcher@doa.ri.gov>

Hi Nancy/Dan,

Please see below for responses to the referenced questions, thank you.

Chris,

Please see attached clarifying questions regarding your proposal. Please respond as quickly as possible, but no later than Monday, July 23, 2012:

1. Page 8 of the IM cost proposal provides that it will absorb \$1 per removal charge to the State's existing vendor for \$167,000.

a) Please confirm that this charge is already built into the cost proposal submitted to the State over the life of the contract?

Yes confirmed, the charge is already built in and pricing does reflect paying \$167,000 upfront for PW fees

b) Is it fair to assume that the transition costs built into the cost proposal can be itemized annually for both the judiciary and the executive branch at \$23,857 = (167,000 boxes x \$1)/7 years for the potential life of the contract?

Standard operating procedure would be for Iron Mountain to fully reimburse the State of RI upfront in year 1 for the full \$167,000 and not offer an itemized annual reduction as an alternative to IRM paying the fee upfront.

c) Assuming the State were to absorb the transition costs from the existing vendor on its own, if any, please state whether IM will therefore reduce its annual cost by \$23,857 currently built into the contract?

Due to accounting methodology/restrictions, Iron Mountain would be willing to pay the \$167,000 permanent withdrawal charges upfront, but would not be able to reduce annual cost/price by itemizing the \$167,000 over the life of the agreement (\$23,857 per year etc). Please let me know if you have further questions on this.

2. The charges listed in the Custom Pricing template on page 8 of the cost proposal are not clear. Please clarify that for the transition/initial move of the physical records, no other charges (i.e. new box processing fee) under the contract will apply. Otherwise, please expressly state any applicable

charges for the transition.

There are no initial move fees and/or transfer fees that would be charged to the state, confirmed.

3. Please confirm that the vendor understands that in accordance with RFP Section 1.3.3 and 1.3.4, the term "1 cubic foot" refers to a standard records storage box with the inside dimensions of 15" X 12" X 10" and the vendor's cost proposal is priced accordingly.

Confirmed

4. Please confirm that the line 8a for the permanent removal/withdrawal fee is all inclusive and that no other charges would apply in the event of a future transition.

This is confirmed. After the initial term (5 years) of the agreement \$1.00 all inclusive permanent withdrawal charge would apply

Christopher M. DiMicco

Regional Account Executive

Iron Mountain

745 Atlantic Avenue

Boston, MA 02111

Mobile (781) [REDACTED]

E-Fax (781) [REDACTED]

Christopher.DiMicco@ironmountain.com

www.ironmountain.com

From: Nancy Russolino [mailto:Nancy.Russolino@doa.ri.gov]

Sent: Wednesday, July 18, 2012 1:39 PM

To: DiMicco, Christopher

Cc: Daniel Majcher

Subject: Clarifying questions for Iron Mountain

Sent on Behalf of Daniel W. Majcher, Esq.

Chris,

Please see attached clarifying questions regarding your proposal. Please respond as quickly as possible, but no later than Monday, July 23, 2012:

1. Page 8 of the IM cost proposal provides that it will absorb \$1 per removal charge to the State's existing vendor for \$167,000.

a) Please confirm that this charge is already built into the cost proposal submitted to the State over the life of the contract?

b) Is it fair to assume that the transition costs built into the cost proposal can be itemized annually for both the judiciary and the executive branch at $\$23,857 = (167,000 \text{ boxes} \times \$1) / 7 \text{ years}$ for the potential life of the contract?

c) Assuming the State were to absorb the transition costs from the existing vendor on its own, if any, please state whether IM will therefore reduce its annual cost by \$23,857 currently built into the contract?

2. The charges listed in the Custom Pricing template on page 8 of the cost proposal are not clear. Please clarify that for the transition/initial move of the physical records, no other charges (i.e. new box processing fee) under the contract will apply. Otherwise, please expressly state any applicable charges for the transition.

3. Please confirm that the vendor understands that in accordance with RFP Section 1.3.3 and 1.3.4, the term "1 cubic foot" refers to a standard records storage box with the inside dimensions of 15" X 12" X 10" and the vendor's cost proposal is priced accordingly.

4. Please confirm that the line 8a for the permanent removal/withdrawal fee is all inclusive and that no other charges would apply in the event of a future transition.

Thanks,

Daniel W. Majcher, Esq.
R.I. Department of Administration
Legal Services
One Capitol Hill, 4th Fl.
Providence, RI 02908
Tel: (401) 222-
Fax: (401) 222-

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