

**PROFESSIONAL SERVICES AGREEMENT
WITH IRON MOUNTAIN INFORMATION MANAGEMENT, LLC.
TO PROVIDE RECORDS MANAGEMENT AND STORAGE SERVICES**

THIS AGREEMENT is made and entered into on this 2nd day of April 2013, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **IRON MOUNTAIN INFORMATION MANAGEMENT, LLC** (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County requires records storage and management services to archive its records and documents in adherence to mandated record retention policies for various departments;

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal (RFP) No. 2012-0145-PW/PL for these services;

WHEREAS, the Contractor meets all Professional Records and Information Services Management (PRISM) standards for commercial record centers and the National Fire Protection Association (NFPA) codes for building safety;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

The Contractor shall:

- A. Provide a current inventory listing of Santa Fe County boxes and tapes which are presently in storage at the off-site facility.
- B. If requested by the County, transport all County records, tapes, documents, and boxes containing such , which are presently in storage, to Contractor's facility in a professional, secure and efficient manner.
- C. Upon the County's request, pick up and transport documents and records from the County to the Contractor's storage facility for indexing and storage.
- D. Provide and maintain a computerized indexing system or inventory database for all County records and documents that provides for efficient and accurate indexing and timely identification, tracking and retrieval of records at the box / carton level, as opposed to items within a box.

Contractor shall make IMConnect available to the County so that the County may utilize this service for its own benefit.

- E. Identify, retrieve and deliver to the County cartons containing documents or records requested by the County within twenty-four (24) hours after receipt of a request (Rush Retrieval).
- F. Identify, retrieve and deliver to the County cartons containing documents or records requested by the County within three (3) business days after receipt of a request (Regular Retrieval).
- G. Maintain a professional procedure for orderly and timely document and record pick-up and transport.
- H. Maintain confidentiality and security of all County documents and records including restricting access to Contractor's authorized personnel.
- I. Consistent with Contractor's current security procedures, which shall be maintained throughout the term of this Agreement, conduct background checks for all Contractor employees with access to County records and documents.
- J. Destroy records and documents upon written request by the County, pursuant to Santa Fe County's Records and Retention and Disposition Schedules as communicated in writing by the County to the Contractor. Contractor's system for document destruction shall be permanent. Contractor shall provide a written Certificate of Destruction to the County for all records or documents destroyed.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Pricing Schedule (see Exhibit A attached hereto). Transportation surcharges apply and change monthly without notice in accordance with the fuel surcharge policy, which is based on the national price of diesel fuel and may be found at <http://cic.ironmountain.com/fuelsurcharge/>.
- 2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed One Hundred Thousand (\$100,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County shall notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation absent a written amendment to this Agreement.

B. The Contractor shall submit a written request for payment to the County in the form of an invoice when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. Subject to Section 5 (A) herein, in the event the Contractor commits a material breach of the Agreement and the County notifies the Contractor in writing of such breach, then Contractor shall cure the material breach within thirty (30) days of County's notice and without cost to the County.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement upon the same terms and conditions in one-year increments not to exceed a term of four (4) years total, provided that in each of years two, three and four Contractor shall have the right to increase rates once per year by an amount not to exceed two percent (2%) above the prior year's rates. The County may exercise this option by submitting a written notice to the Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the term of the initial Agreement or any extended term.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1 (Scope of Work) of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2 (Compensation, Invoicing) of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due to any business entity that is not legally affiliated with Contractor's business organization without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

Upon the County's execution of this Agreement, the County approves Contractor's assignment to a subsidiary or affiliate wholly owned by Contractor. Contractor assumes full liability for the actions and omissions of any subsidiary or affiliated business entity to whom Contractor makes an assignment and Contractor is fully responsible for making any and all payments due to such affiliate or subsidiary.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

By the execution of this Agreement, the County hereby approves the Contractor's subcontracting or delegating certain services to third party vendors and subcontractors. Contractor shall be as fully responsible to the County for the performance of services under this Agreement by such delegates and subcontractors and of persons either directly or indirectly employed by them, as it is for its own acts and omissions in accordance with the terms of this Agreement, including making all payments to said third party vendors, subcontractors or delegates. Nothing contained in this Agreement shall create any contractual relation between the County and any of Contractor's third party vendors, subcontractors, or delegates.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or by Contractor's subcontractor under Contractor's supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully

qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided by the County to the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual (other than Contractor's employees, agents or subcontractors) or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement, except for any of Contractor's information that is confidential under New Mexico law. Confidential data is normally restricted to confidential financial information concerning the Contractor's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1, NMSA 1978. Nothing herein shall permit the County from naming Contractor in any public statement or media announcement.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous

agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations including such laws, ordinances and regulations that apply to Contractor as a third party processor of data.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of three (3) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon five (5) days written notice during the term of this Agreement and for a period of three (3) years from the date of final payment under this Agreement; ; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

21. INDEMNIFICATION

A. Personal Injury/Property Damage Indemnification. Contractor agrees to indemnify the County with respect to any claim or demand for bodily injury (including death) or loss of or damage to tangible property (excluding Deposits and data), to the extent based upon the negligent acts or omissions of the Contractor, provided that the County provides the Contractor prompt written notice of any such claim or demand. The County shall grant the Contractor the option to control the defense and/or settlement of the claim or demand 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. The Contractor's sole obligation hereunder shall be to pay any judgment rendered, or settlement made, as a result of any such claim or demand.

B. Infringement Indemnification. Contractor shall defend, indemnify and hold harmless County and its officers, directors and employees from and against any claim, suit, demand, alleging that Contractor's services under this Agreement infringe any US patent or copyright of any third party or misappropriate any third party's trade secrets, provided that County provides Contractor with prompt written notice of any such claim, suit or demand and consents and authorizes Contractor's sole control of the defense of any resulting litigation or settlement thereof.

C. Contractor shall have no liability or obligation to County with respect to any claim of infringement or misappropriation in the event and to the extent based upon:

- a) use of or access to the Contractor's Services in or from an application or environment or on a platform or with devices not authorized in the applicable Contractor-published documentation or other requirements specified under this Agreement,
- b) modifications, alterations, combinations or enhancements of the services not created by Contractor; or
- c) any patent, copyright, or trade secret in which County or any affiliate of County has an interest.

D. The foregoing indemnification obligations shall not apply in the event and to the extent that the claim or demand arises as a result of County's negligence, intentional misconduct, or failure to use Contractor's Services in accordance with applicable documentation or this Agreement.

E. If any of Contractor's Services are held, or in Contractor's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's intellectual property rights, Contractor may at its option:

- a) procure the right for County to continue using or accessing the Contractor's Services,
- b) replace the Contractor's Services with a non-infringing equivalent service, or
- c) modify Contractor's Services to make them non-infringing and without substantially compromising their functionality.

F. This paragraph states Contractor's entire obligation to County and County's sole and exclusive remedy with respect to any claims of infringement or misappropriation.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To the Contractor: Iron Mountain
 Attn: Bruce Dinkel, General Manager
 555 Gallatin Place NW
 Albuquerque, NM 87121

With a copy to: Iron Mountain Information Management, LLC
 Attn: General Counsel
 745 Atlantic Avenue
 Boston, MA 02111

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. Contractor shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverages, with an insurance carrier that is rated B+ or better by A.M. Best.

General Liability:	\$2,000,000 General Aggregate
	\$1,000,000 Product Aggregate
	\$1,000,000 Each Occurrence
Automobile Liability:	\$1,000,000 Each Occurrence
Workers' Compensation:	Statutory Limits

Employer's Liability:	\$1,000,000 Each Accident \$500,000 Disease
Umbrella Coverage:	\$5,000,000 General Aggregate
Crime Insurance	\$2,000,000 Each Occurrence

The "County of Santa Fe, its subsidiaries and affiliates" shall be a named additional insured on the policies with respect to General Liability, Automobile Liability and/or Umbrella Liability. All certificates of insurance shall require that the County be provided with advance written notice of cancellation of the stated coverage, and Contractor shall request that its insurer or their agent use their best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

29. LIMITATION OF CONTRACTOR'S LIABILITY

A. This provision establishes and governs Contractor's maximum aggregate liability, if any, arising under this Agreement regardless of whether an action is brought in contract, tort or under any other theory. For the purposes of this Agreement, the County 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").

The County acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

B. Contractor 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 Contractor fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Contractor's liability is limited as follows:

- a) with respect to Deposits and related data, Contractor's liability is limited to the Declared Value; and
- b) with respect to non storage services and electronic storage services and data related to each, Contractor's liability is limited to six (6) months of fees paid by the County for the particular service that gave rise to the claim.

C. Deposits and data are not insured by Contractor 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. 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, regardless of whether an action is brought in tort, contract or under any other theory of liability. The provisions of this Section 29 or paragraph 29 shall survive the expiration or termination of this Agreement.

D. The foregoing limitations of Contractor's liability shall not apply to claims involving: (i) Contractor's gross negligence or willful misconduct; (ii) Contractor's infringement of any United States patent, copyright or trademark; (iii) bodily injury or death proximately caused by Contractor's negligence; (iv) property damage (excluding the Deposits and data) proximately caused by Contractor's negligence; or (v) Contractor's indemnity obligations stated in paragraph 21 above (Indemnification).

30. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties in connection with such permits and licenses, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

31. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

33. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

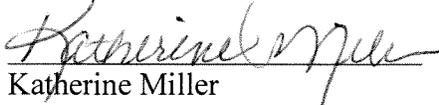
The Contractor may be served at either address identified in paragraph 23. The Contractor acknowledges and agrees that the service upon its designated agents shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

34. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; LIMITATION OF CONTRACTOR'S LIABILITY; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY:

 3/21/13
Katherine Miller Date
Santa Fe County Manager

Approved as to Form:

 3/15/13
Stephen C. Ross Date
Santa Fe County Attorney

Finance Department Approval:

 3/20/13
Teresa Martinez Date
Santa Fe County Finance Director

CONTRACTOR:

(Signature)

Date

By: _____
(Print Name)

Federal Tax I. D. Number

Its: _____
(Print Title)

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



Thomas J. Lane
Corporate Counsel
Date: 03/14/13
Customer: Santa Fe County

SANTA FE COUNTY:

Katherine Miller 3/21/13
Katherine Miller Date
Santa Fe County Manager

Approved as to Form:

Finance Department Approval:

Stephen C. Ross 3/15/13
Stephen C. Ross Date
Santa Fe County Attorney

Teresa Martinez 3/20/13
Teresa Martinez Date
Santa Fe County Finance Director

CONTRACTOR:

Bruce H. Dinkel 04/02/13
(Signature) Date

By: Bruce H. Dinkel
(Print Name)

Federal Tax I. D. Number

Its: General Manager-Operations
(Print Title)

04-3038590

Approved as to Form and Legal Content:
Iron Mountain Legal Department
Thomas J. Lane
Thomas J. Lane
Corporate Counsel
Date: 03/14/13
Customer: Santa Fe County



RFP# 2012-0145-CSD/PL
 RECORDS MANAGEMENT AND STOARGE SERVICES

REVISED COST PROPOSAL

Please offer your best price for all services listed below. Price should include all labor, overhead, profit and any miscellaneous fees. Include signature at the bottom as stated.

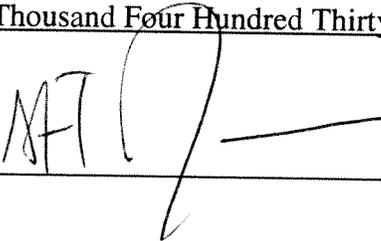
Offeror's Organization Name: Iron Mountain Inc.

#	DESCRIPTION	UNIT	PRICE	WRITTEN PRICE
1	Administration Fee Monthly fee for account maintenance	Each	\$25.12	Twenty Five Dollars and Twelve Cents. Includes Summary Billing.
2	Minimum Service Order Charge Minimum charge for an order, excluding transportation related services	Each	\$13.00	Thirteen Dollars.
3	Regular Monthly Storage Charge	Monthly	\$2,344	Two Thousand Three Hundred Forty Four Dollars. Based on 8,000 cubic feet of storage at .293 Cents per cubic foot.
4	Transportation Handling Charge	Each	\$24.87	Twenty Four Dollars and Eighty Seven Cents. Combined charge for regular transportation (\$22.77) and handling (\$2.10 per cubic foot). Fuel Surcharge charged separately based on price of fuel.
5	Data Entry of Carton Descriptions into Database	Each	\$4.00	Four Dollars.
6	Receiving and Entering-Carton Receiving and adding new cartons to storage	Cubic Foot	\$1.86	One Dollar and Eighty Six Cents.
7	Regular Retrieval-Carton Temporary removal of cartons from storage, next business day delivery	Cubic Foot	\$2.40	Two Dollars and Forty Cents. Standard transportation and handling charges apply.
8	Rush Retrieval-Carton Temporary removal of cartons from storage, expedited same business day delivery	Cubic Foot	\$5.97	Five Dollars and Ninety Seven Cents. Rush transportation charges (\$52.00-\$105.00) and handling charges apply.
9	Regular Refile-Carton Refile of carton to shelved location	Cubic Foot	\$2.40	Two Dollars and Forty Cents.
10	Permanent Withdrawal-Carton Retrieval, documentation & preparation for permanent removal of cartons from facility	Cubic Foot	\$3.62	Three Dollars and Sixty Two Cents. Regular Retrieval charges apply in addition to Permanent Withdrawal charge per cubic foot.
11	Archival Destruction-Carton Retrieval, documentation, preparation & permanent destruction of records & documents	Cubic Foot	\$2.90	Two Dollars and Ninety Cents. Regular Retrieval charges apply in addition to Archival Destruction charge per cubic foot.

#	DESCRIPTION	UNIT	PRICE	WRITTEN PRICE
12	<i>Imaging Services</i> Scanning of one page	Page	.09	Nine Cents. Standard pricing with basic document preparation including removal of staples and paper clips. Price varies based on volume and complexity of project.
13	<i>Imaging Services</i> Scanning of one page	Page		
14	<i>Standard File Carton-Price</i> 10 x 12 x 15	Each	\$2.95	Two Dollars and Ninety Five Cents.
15	<i>Legal File Carton-Price</i> 10 x 24 x 15	Each	\$3.15	Three Dollars and Fifteen Cents.
16	<i>Large File Carton-Price</i> 24 x 10 x 16	Each	\$3.35	Three Dollars and Thirty Five Cents.

TOTAL COST PROPOSAL AMOUNT: \$2,439.68

TOTAL WRITTEN IN WORDS: Two Thousand Four Hundred Thirty Nine Dollars and Sixty Eight Cents

OFFEROR'S SIGNATURE: 

Please note that all pricing is exclusive of GRT