

Contract Number T09-PCH-149

for

Off-Site Media Storage Vault Services

between the

Department of Information Services

and

**Iron Mountain Information Management,
Inc.**

Effective Date: 5/21/09

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CONTRACT NUMBER T09-PCH-149

for

Off-Site Media Storage Vault Services

PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Department of Information Services, an agency of Washington State government located at 1110 Jefferson Street SE, Olympia, WA 98504, hereinafter referred to as "DIS" and Iron Mountain Information Management, Inc., a corporation licensed to conduct business in the state of Washington ("Vendor"), located at 19826 Russell Road South, Kent, WA 98032 for the purpose of providing off-site media storage vault services.

RECITALS

The state of Washington, acting by and through DIS, issued a Request for Quotation and Qualifications (RFQQ) dated October 20, 2008 (Exhibit A) for the purpose of purchasing off-site media storage vault services in accordance with its authority under chapter 43.105 RCW.

Iron Mountain Management, Inc. submitted a timely Response to DIS's RFQ (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFQ and has identified Iron Mountain Information Management, inc. as the apparently successful Vendor.

DIS has determined that entering into a Contract with Iron Mountain Information Management, Inc. will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, DIS awards to Iron Mountain Information Management, Inc. this Purchased Services Contract, the terms and conditions of which shall govern Vendor's furnishing to Purchaser off-site media storage vault services. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth below.

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, and/or agency security data.

"Contract" shall mean this document, all schedules and exhibits, Statements of Work, and all amendments hereto.

"Deposit" shall mean media, tapes, and any other materials stored at any Iron Mountain facility pursuant to this contract.

“**DIS**” shall mean the Department of Information Services.

“**Effective Date**” shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“**Exhibit A**” shall mean the RFQ.

“**Exhibit B**” shall mean Iron Mountain Management’s Response.

“**Price**” shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

“**Product(s)**” shall mean any Vendor-supplied equipment, Software, and documentation.

“**Proprietary Information**” shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“**Purchased Services**” or “**Services**” shall mean those Services and activities provided by Vendor to accomplish routine, continuing, and necessary functions as set forth in this Contract or a Statement of Work. Purchased Services shall include those Services specified as Purchased Services in RCW 43.105.020.

“**Purchaser**” shall mean DIS and those government or nonprofit entities that have entered into a SOW with Vendor under this Master Contract and who have an active Interlocal or Customer Service Agreement (CSA) with DIS. DIS maintains a searchable database of current customers at: <http://techmall.dis.wa.gov/cs1/csasearch.aspx>

“**Purchaser Business Manager**” shall mean the person designated by Purchaser who is assigned as the primary contact person whom Vendor’s Account Manager shall work with for the duration of this Contract and as further defined in the section titled **Purchaser Business Manager**.

“**Purchaser Contract Administrator**” shall mean that person designated by Purchaser to administer this Contract on behalf of Purchaser.

“**Purchaser Contracting Officer**” shall mean the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

“**RCW**” shall mean the Revised Code of Washington.

“**RFQ**” shall mean the Request for Quotation used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto.

“**Response**” shall mean Vendor’s Response to Purchaser’s RFQ for Off-Site Media Storage Vault Services, Exhibit B hereto.

“**Schedule A: Authorized Services and Price List**” shall mean the attachment to this Contract that identifies the authorized Services and Prices available under this Contract.

“**Schedule B: Statement of Work Template**” shall mean the attachment to this Contract that provides example terms and conditions for a Statement of Work.

“Software” shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“Specifications” shall mean the technical and other specifications set forth in the RFQ, Exhibit A, and any additional specifications set forth in Vendor’s Response, Exhibit B.

“Statement of Work” or **“SOW”** shall mean a separate statement of the work to be accomplished by Vendor under the terms and conditions of this Contract. A template SOW is attached as Schedule B.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this Contract under a separate contract with Vendor.

“Vendor” shall mean Iron Mountain Management, Inc., its employees and agents. Vendor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

“Vendor Account Manager” shall mean a representative of Vendor who is assigned as the primary contact person whom the Purchaser Business Manager shall work with for the duration of this Contract and as further defined in the section titled **Vendor Account Manager**.

“Vendor Contracting Officer” shall mean the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“Work Product” shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

Contract Term

2. Term

2.1. Term of Contract

- a) This Contract’s initial term shall be three (3) years, commencing upon the Effective Date.
- b) This Contract’s term may be extended for up to three (3) additional years, provided that the extensions shall be at Purchaser’s option and shall be effected by Purchaser giving written notice of its intent to extend this Contract to Vendor not less than thirty (30) calendar days prior to the then-current Contract term’s expiration and Vendor accepting such extension prior to the then-current Contract term’s expiration. The total term of this Contract shall not exceed six (6) years. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

3. Survivorship

All of the terms and conditions contained in this Contract shall survive the expiration or other termination of this Contract for so long as any Statement of Work entered into under this Contract is still in effect. All license and purchase transactions executed and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. The terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

In addition, the terms of the sections titled **Overpayments to Vendor; Ownership/Rights in Data; Vendor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Vendor's Records; Patent and Copyright Indemnification; Vendor's Proprietary Information; Disputes; and Limitation of Liability** shall survive the termination of this Contract.

Pricing, Invoice and Payment

4. Pricing

- 4.1. Vendor agrees to provide the Services at the Prices set forth in Schedule A. No other Prices shall be charged by Vendor for implementation of Vendor's Response.
- 4.2. Prices may not be increased during the initial term of the Contract.
- 4.3. If Vendor reduces its Prices for any of the Services during the term of this Contract, Purchaser shall have the immediate benefit of such lower Prices for new purchases. Vendor shall send notice to the Purchaser Contract Administrator with the reduced Prices within fifteen (15) Business Days of the reduction taking effect.
- 4.4. Pricing may be changed upon extension.

5. Advance Payment Prohibited

No advance payment shall be made for Services furnished by Vendor pursuant to this Contract.

6. Taxes

- 6.1. Purchaser will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Vendor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.
- 6.2. Vendor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.
- 6.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.

7. Invoice and Payment

- 7.1. Vendor will submit properly itemized invoices to Purchaser designated individual at address provided by Purchaser. Invoices shall provide and itemize, as applicable:
- a) Purchaser Contract number T09-PCH-149;
 - b) SOW number;
 - c) Vendor name, address, phone number, and Federal Tax Identification Number;
 - d) Description of Services provided;
 - e) Date(s) that Services were provided, including number of hours worked; [number of hours worked would not be applicable for a deliverable-based or fixed fee contract]
 - f) Vendor's Price for Services;
 - g) Net invoice Price for each Service;
 - h) Applicable taxes;
 - i) Other applicable charges;
 - j) Total invoice Price; and
 - k) Payment terms including any available prompt payment discounts.
- 7.2. Payment terms are net, thirty (30) days. Customer shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where Customer is located, calculated from the date payment was due until the date payment is made together with all expenses incurred in collection, including reasonable attorneys' fees and expenses.
- 7.3. If Customer is consistently delinquent (defined as being late in the payment of any three [3] or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits.
- 7.4. If Customer fails to pay Iron Mountain's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) suspend service, or (b) terminate this Agreement. Upon termination for Customer's default, Iron Mountain may securely destroy Deposits upon ninety (90) days' notice to Customer; Customer shall pay Iron Mountain's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits.
- 7.5. Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.

8. Overpayments to Vendor

Vendor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, Purchaser may charge Vendor one percent (1%) per month on the amount due, until paid in full.

Vendor's Responsibilities

Vendor shall comply with all technical requirements set out in Section 5, Technical Requirements of T09-RFQQ-003. Vendor shall provide security vault(s), storage/security, pick up and delivery, container, preparation of data for storage, smoking policy, and transportation as specified in Section 5, Technical Requirements, of T09-RFQQ-003 at all times during contract term. If at any time any of the requirements either temporarily or permanently can no longer be met, the Vendor must notify Purchasers within twenty four (24) hours of becoming aware of the defect.

9. Pick Up and Drop Off

- 9.1. Vendor is responsible for providing Purchaser with an up to date list of Vendor agents authorized to pick up and/or deliver media to Purchaser.
- 9.2. Vendor and Purchaser shall establish regularly schedule pick up and delivery days which shall be set out in the SOW.
- 9.3. Only properly identified Vendor personnel shall pick up and/or deliver media at the site designated by the Purchaser in the SOW.
- 9.4. Purchaser is responsible for providing Vendor with an up to date list of Purchaser agents authorized to accompany media to drop-off and pick up locations within the physical confines of the Purchaser's building housing agency. Purchaser shall not pick up or deliver media unless a designated agent is present.
- 9.5. Vendor shall provide a bar code based tracking system (software and hardware) that will allow Purchaser to obtain detailed information about where specific containers and/or tape media is being stored. Upon pick up or delivery, Vendor will scan containers and/or tape media to ensure that it is properly accounted for in the tracking system.
- 9.6. When Vendor picks up closed containers from Purchaser, the containers will be stored unopened at Vendor's vaulting facility.
- 9.7. When Vendor picks up individual tape media from Purchaser, Purchaser will place tape media in a locked container for pick up and Vendor shall not open the container until properly within the vault facility. Vendor will then open the container and the media will be slotted inside the Purchaser's designated vault. Each individual tape will be bar coded and tracked to provide Purchaser with detailed information about where each individual tape is being stored.
- 9.8. Upon notification, Vendor shall drop off media requested by Purchaser to Purchaser designated location within two and one-half (2 ½) hours of such notification.
- 9.9. Upon notification of Disaster Recovery Exercise or Disaster Event, Vendor shall pick up media from Purchaser designated location and deliver media to Purchaser designated location (including alternate sites) within twenty-four (24) hours of such notification.

10. Transportation of Media

- 10.1. After Vendor picks up media from Purchaser until Vendor drops off the same media back to Purchaser, Vendor assumes responsibility for any loss, damage, or destruction of media subject to the limitation of liability set out in Section 46.
- 10.2. Vendor shall maintain control over media at all times during the transportation cycle.
- 10.3. Purchaser may, at its discretion, contract with a third-party air carrier to provide air transportation of media during Disaster Recovery Exercises, in the event of a Disaster

Recovery event, or when necessary to accomplish timely transportation of media. Subject to limitation of liability set out in Section 46, Vendor assumes responsibility for any loss, damage, or destruction of media while media is being transported by third-party air carrier and must maintain control over media at all times from personal delivery to third party air carrier to pick up from third party air carrier and delivery to Purchaser designated location (or alternate location).

11. RFQQ Mandatory Requirements

The RFQQ mandatory requirements are essential substantive terms of this Master Contract. Products and Services provided under this Master Contract shall meet or exceed all the mandatory requirements of the RFQQ.

12. Purchased Services and Statement of Work

- 12.1. Purchasers who negotiate additional and/or different limitation of liability terms shall enter into a SOW with Vendor to document such additional and/or differing terms. A template for a SOW is attached as Schedule B.
- 12.2. The SOW shall at a minimum:
 - a) Reference this Contract number T09-PCH-149;
 - b) Define project or task objectives;
 - c) Describe the scope of Services or work to be performed;
 - d) Identify deliverables;
 - e) Specify a timeline and period of performance;
 - f) Specify compensation and payment, e.g., the hourly rate and total Vendor hours to be provided or the fixed price for a deliverable, (whichever is applicable), total cost of the project, and reimbursable Vendor expenses;
 - g) Describe Vendor's roles and responsibilities and identify specific Vendor staff;
 - h) Describe Purchaser's roles and responsibilities;
 - i) Provide signature block for both parties.
- 12.3. The terms and conditions of any SOW cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail.

13. Commencement of Work

No work shall be performed by Vendor until a SOW is executed by Vendor and Purchaser and is received by Vendor.

14. Site Security

While on Purchaser's premises, Vendor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

15. Vendor Commitments, Warranties and Representations

Any written commitment by Vendor within the scope of this Contract shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may constitute breach and may render Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Vendor in its Response or contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

16. Protection of Purchaser's Confidential Information

- 16.1. Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as required by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- 16.2. Immediately upon expiration or termination of this Contract, Vendor shall, at Purchaser's option: (i) certify to Purchaser that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Vendor to protect Purchaser's Confidential Information.
- 16.3. Vendor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Vendor's records shall be subject to inspection, review or audit in accordance with **Review of Vendor's Records**.
- 16.4. Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.
- 16.5. Violation of this section by Vendor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, and/or penalties.
- 16.6. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges set forth in a Schedule(s) for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection while in transit by federal, state or

local government entities (“Government Inspectors”), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing Deposits, caused by Government Inspectors.

Contract Administration

17. Legal Notices

17.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law, except service of process, shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and/or fax number, e-mail addresses provided in the SOW. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be “in writing” or “written” to an extent no less than if it were in paper form.

To Contractor at:

Iron Mountain Information Management

Attn: Jason Galindo

19826 Russell Road South
Kent, WA 98032

Phone: (253) 518-6529

Fax: (253) 872-3338

E-mail: Jason.galindo@ironmountain.com

To DIS at:

State of Washington

Department of Information Services

Attn: TSD Contract Administrator

If by US Postal Service: If by Overnight Courier:

PO Box 42445

Olympia, WA 98504

Phone: 360-725-4200

Fax: 360-664-0711

E-mail: mcadmin@dis.wa.gov

2411 Chandler Court SW

Olympia, WA 98502

Contact information for the **Purchasers** shall be at the address and fax number listed on their Order Document/SOW.

17.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

17.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchaser further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

18. Purchaser Contracting Officer

Purchaser shall designate in the SOW a Purchaser Contracting Officer who shall provide administration, management, and oversight of contract activities undertaken pursuant to a SOW entered into between the Purchaser and Vendor.

19. Purchaser Business Manager

Purchaser shall designate in the SOW a Purchaser Business Manager for this Contract and who shall provide oversight of the activities conducted hereunder. Purchaser Business Manager will be the principal contact for Vendor concerning business activities under this Contract. Purchaser shall notify Vendor, in writing, when there is a new Purchaser Business Manager assigned to this Contract.

20. Vendor Account Manager

Vendor shall appoint an Account Manager for Purchaser's account under this Contract who will provide oversight of Vendor activities conducted hereunder. Vendor's Account Manager will be the principal point of contact for Purchaser concerning Vendor's performance under this Contract. Vendor shall notify Purchaser Contract Administrator and Purchaser Business Manager, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager: Jason Galindo E-Mail: Jason.galindo@ironmountain.com
Address: 19826 Russell Road South, Kent, WA 98032
Phone: (253) 518-6529 Fax: (253) 872-3338

21. Section Headings, Incorporated Documents and Order of Precedence

- 21.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 21.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.
 - a) Schedules A: Authorized Services and Price List;
 - b) Vendor's Response to RFQ dated November 28, 2008;
 - c) RFQ dated October 20, 2008;
 - d) Any SOW entered into pursuant to this Contract;
 - e) The terms and conditions contained on Purchaser's purchase documents, if used; and
 - f) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Vendor made available to Purchaser and used to affect the sale of Services to Purchaser.
- 21.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:
 - a) Applicable federal and state statutes, laws, and regulations;

- b) Sections of this Contract;
- c) RFQ dated October 20, 2008;
- d) Schedule A, *Authorized Services and Price List*, including Program Pricing Schedule;
- e) Vendor's Response to RFQ dated November 28, 2008;
- f) Any SOW entered into pursuant to this Contract;
- g) The terms and conditions contained on Purchaser's order documents, if used; and
- h) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Vendor made available to Purchaser and used to affect the sale of Services to Purchaser.

22. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Vendor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

23. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Vendor Contracting Officers. Only DIS shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section of this contract.

No modification, amendment, alteration, addition, or waiver of any section or condition of any SOW entered into between individual Purchasers and Vendor shall be effective or binding unless it is in writing and signed by Purchaser and Vendor Contracting Officers. Either Purchaser or DIS shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any SOW entered into pursuant to this contract.

24. Independent Status of Vendor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

25. Governing Law

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be

exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

26. Subcontractors

Vendor may enter into subcontracts with third parties only for transportation services when necessary to accomplish timely transportation of tape media. In no event shall the existence of a subcontract operate to release or reduce the liability of Vendor to Purchaser for any breach in the performance of Vendor's duties. For purposes of this Contract, Vendor agrees that all Subcontractors shall be held to be agents of Vendor. Vendor shall be liable for any loss or damage to Purchaser as set forth in Section 46, including but not limited to personal injury, physical loss, harassment of Purchaser employee, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, and Ownership/Rights in Data** sections of this Contract occasioned by the acts or omissions of Vendor's Subcontractors, their agents or employees. The **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Ownership/Rights in Data, Publicity and Review of Vendor's Records** sections of this Contract shall apply to all Subcontractors.

27. Assignment

- 27.1. With the prior written consent of DIS, which consent shall be at DIS's sole option, Vendor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Vendor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DIS that may arise from any breach of the sections of this Contract, Statements of Work, or warranties made herein including but not limited to, rights of setoff.
- 27.2. DIS may assign this Contract or Statements of Work to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder.

28. Publicity

- 28.1. The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Services by DIS and shall not be so construed by Vendor in any advertising or other publicity materials.
- 28.2. Vendor agrees to submit to DIS all advertising, sales promotion, and other publicity materials relating to this Contract and Services furnished by Vendor wherein DIS name is mentioned, language is used, or Internet links are provided from which the connection of DIS's name therewith may, in DIS's judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS *prior* to such use.

29. Review of Vendor's Records

- 29.1. Vendor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Purchaser's Confidential

Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

- 29.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the Purchaser's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract's term, Vendor shall provide access to these items within Thurston County. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors.
- 29.3. Vendor shall incorporate in its subcontracts this section's records retention and review requirements.
- 29.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.
- 29.5. Any individual requesting access to Iron Mountain's premises shall (i) sign Iron Mountain's standard Non-Disclosure Agreement; (ii) not copy or remove any of Iron Mountain's proprietary material and ; (iii) be pre-approved by Iron Mountain; such approval not be unreasonably withheld.

30. Right of Inspection

Vendor shall provide right of access to its facilities to Purchaser, or any of Purchaser's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

General Provisions

31. Save Harmless

Vendor shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property, excluding deposits of such third parties arising from intentional, willful or negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Vendor's obligation to defend, indemnify, and save DIS or Purchaser harmless shall not be eliminated or reduced by any alleged concurrent DIS or Purchaser negligence.

32. Insurance

- 32.1. Vendor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of B+, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to Purchaser within one (1) Business Day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at Purchaser's sole option, result in this Contract's termination.
- 32.2. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
 - c) Employers Liability insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
 - d) Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
 - e) Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and
 - f) Crime Coverage with a deductible not to exceed \$1 million, conditioned upon subsection 32.3 below, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
- 32.3. For Professional Liability Errors and Omissions coverage and Crime Coverage, Vendor shall name Purchaser as an additional insured and providing Purchaser with certificates of insurance on an annual basis.
- 32.4. Vendor shall pay premiums on all insurance policies. Such insurance policies shall name Purchaser as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number T09-PCH-149 and shall have a condition that they not be revoked by the insurer until best efforts are used to provide forty-five (45) calendar days after notice of intended revocation thereof shall have been given to Purchaser by the insurer.
- 32.5. All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

- 32.6. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.
- 32.7. Vendor shall furnish to Purchaser copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at Purchaser's sole option, result in this Contract's termination.
- 32.8. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to Purchaser in this Contract.

33. Industrial Insurance Coverage

Iron Mountain shall carry Workers' Compensation coverage in the amount required by statute.

34. Licensing Standards

Vendor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

35. Antitrust Violations

The Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the anti-trust laws of the State of Washington, relating to the goods, products or services purchased under this contract.

36. Compliance with Civil Rights Laws

During the performance of this Contract, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Vendor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Vendor may be declared ineligible for further contracts with Purchaser.

37. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

38. Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

39. Treatment of Assets

- 39.1. Title to all property furnished by Purchaser shall remain in Purchaser. Title to all property furnished by Vendor, for which Vendor is entitled to reimbursement, other than rental payments, under this Contract, shall pass to and vest in Purchaser pursuant to the **Ownership/Rights in Data** section. As used in this section **Treatment of Assets**, if the “property” is Vendor’s proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in Purchaser.
- 39.2. Any Purchaser property furnished to Vendor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.
- 39.3. Subject to the limitation of liability set forth herein, Vendor shall be responsible for any loss of or damage to property of Purchaser that results from Vendor’s negligence or that results from Vendor’s failure to maintain and administer that property in accordance with sound management practices.
- 39.4. Upon loss or destruction of, or damage to any Purchaser property, Vendor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.
- 39.5. Vendor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.
- 39.6. All reference to Vendor under this section shall also include Vendor’s employees, agents, or Subcontractors.

40. Vendor’s Proprietary Information

Vendor acknowledges that Purchaser is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.56 RCW, Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor’s Proprietary Information, Purchaser will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

Disputes and Remedies

41. Disputes

- 41.1. In the event a bona fide dispute concerning a question of fact arises between Purchaser and Vendor and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

- 41.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.
- a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.
 - b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
 - c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- 41.3. Both parties agree to be bound by the determination of the Dispute Resolution Panel.
- 41.4. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.
- 41.5. Purchaser and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- 41.6. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Vendor, Vendor shall continue providing Services pending resolution of the dispute provided Purchaser pays Vendor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Vendor, in good faith, believes is due and payable.

42. Attorneys' Fees and Costs

- 42.1. If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation,.
- 42.2. In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

43. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

44. Failure to Perform

If Vendor fails to perform any substantial obligation under this Contract, Purchaser shall give Vendor written notice of such Failure to Perform. If after seven (7) calendar days from the date of the written notice Vendor still has not performed, then Purchaser may withhold all monies due and payable to Vendor, without penalty to Purchaser, until such Failure to Perform is cured or otherwise resolved.

45. Limitation of Liability (Unless otherwise negotiated by Purchaser)

- 45.1. Iron Mountain shall not be liable for any loss or destruction of, or damage to, stored materials ("Deposits"), unless such loss or damage resulted from failure by Iron Mountain to exercise such care in regard to the performance of services as a reasonably careful person would exercise under like circumstances. If Iron Mountain is proven so liable, then Iron Mountain's maximum liability shall be with respect to (a) the hard-copy records, microfilm and microfiche stored pursuant to this Agreement is \$1.00 per carton, linear foot of open shelf-files, container or other hard-copy storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data cassettes or other non-paper media stored pursuant to this Agreement, the replacement cost of the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the limitation of liability. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. Iron Mountain shall not be liable for consequential or incidental damages.
- 45.2. Neither Vendor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Vendor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Vendor, Purchaser, or their respective Subcontractors.
- 45.3. If delays are caused by a Subcontractor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.
- 45.4. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

46. Destruction of Deposits

- 46.1. Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written direction. Except for those Deposits that Customer specifically identifies in writing as not containing consumer information (as defined in 16 CFR Section 682.1) or personal data, all other Customer Deposits will be

destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be at the rates set forth in a Schedule.

Activity Reporting and Administration Fee

47. DIS Contract Administration Fee and Collection

- 47.1. All purchases made under this Contract are subject to a DIS Contract Administration Fee, collected by Vendor and remitted to DIS.
- 47.2. The Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 47.3. The Contract Administration Fee shall be invoiced by Vendor to all Purchasers as a separate detailed line item on Purchaser's invoice.
- 47.4. Vendor shall remit the Contract Administration Fee directly to the DIS Contract Administrator along with the Contract Activity Report.

48. Contract Activity Reporting

- 48.1. Vendor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Software and/or Services purchased under this Contract. The report shall identify:
 - a) This Contract number (T09-PCH-149);
 - b) The month in which the purchase occurred;
 - c) Each Purchaser making purchases during each month of the reporting period (identified and grouped by state, local or educational entity);
 - d) The total purchases by each Purchaser;
 - e) The total invoice price (excluding sales tax) for each Purchaser;
 - f) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
 - g) The total amount of the DIS Contract Administration Fee.
- 48.2. The Activity Report and the DIS Master Contract Administration Fee shall be submitted on a quarterly basis in accordance with the following schedule:

<u>For activity in the months:</u>	<u>Report & Fee Due:</u>
January, February, March	April 15 th
April, May, June	July 15 th
July, August, September	October 15 th
October, November, December	January 15 th

- 48.3. Reports are required to be submitted electronically, in either Microsoft Word or Excel format. Reports are to be sent electronically via E-mail to: mcadmin@dis.wa.gov.
- 48.4. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Vendor.
- 48.5. Quarterly Activity Reports are required even if no activity occurred.

49. Failure to Remit Reports/Fees

- 49.1. Failure of Vendor to remit the Contract Activity Report together with the Contract Administration Fee may be considered a failure to perform on the part of Vendor, which may result in DIS terminating this Contract with Vendor.
- 49.2. Failure of any Purchaser to pay the Contract Administration Fee may result in a Purchaser forfeiting its right to purchase from this Contract. Vendor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Contract Administration Fee.
- 49.3. The DIS Contract Administrator will notify Vendor of any Purchaser who has forfeited its right to purchase under this Contract. After such notification, any sale by Vendor to a forfeiting Purchaser may be considered failure to perform by Vendor.
- 49.4. If the performance issues are resolved, DIS, at its option, may reinstate a Vendor's participation or a Purchaser's right to purchase.

Contract Termination

50. Termination for Default

- 50.1. If either DIS, Purchaser(s), or Vendor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed in writing. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party; except that if the aggrieved party is a Purchaser, Purchaser can not terminate this contract but only has authority to terminate any SOW entered into under this Contract. The option to terminate shall be at the sole discretion of the aggrieved party. DIS reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Vendor from incurring additional obligations of funds during investigation of any alleged Vendor compliance breach and pending corrective action by Vendor or a decision by DIS to terminate the Contract.
- 50.2. In the event of termination of this Contract by DIS, DIS shall have the right to procure the Services that are the subject of this Contract on the open market and Vendor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract price for the Services and the replacement costs of such Services acquired from another Vendor; (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other costs to Purchaser(s) resulting from Vendor's breach. Purchaser(s) shall have the right to deduct from any monies due to Vendor, or that thereafter become due, an amount for damages that Vendor will owe Purchaser(s) for Vendor's default.
- 50.3. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.
- 50.4. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

51. Termination for Convenience

When, at the sole discretion of DIS, it is in the best interest of the State, DIS Contracting Officer may terminate this Contract, including all Statement(s) of Work, in whole or in part, by fourteen (14) calendar days written notice to Vendor. If this Contract is so terminated, Purchaser is liable only for payments required by the terms of this Contract or any SOW for Services received and accepted by Purchaser prior to the effective date of termination.

52. Termination for Withdrawal of Authority

In the event that DIS's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, DIS may terminate this Contract by seven (7) calendar days written notice to Vendor. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract in order to acquire similar Services from a third party.

53. Termination for Non-Allocation of Funds

If funds are not allocated to Purchaser to continue this Contract in any future period, DIS may terminate this Contract by seven (7) calendar days written notice to Vendor or work with Vendor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract in order to acquire similar Services from a third party.

54. Termination for Conflict of Interest

DIS may terminate this Contract and any resulting SOW by written notice to Vendor if DIS determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, DIS and/or Purchaser(s) shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Contract.

55. Termination Procedure

- 55.1. In addition to the procedures set forth below, if DIS terminates this Contract, Vendor shall follow any procedures DIS specifies in DIS's Notice of Termination.
- 55.2. Upon termination of this Contract, DIS, in addition to any other rights provided in this Contract, may require Vendor to deliver to DIS and/or Purchaser(s) any property or Work Product specifically produced or acquired for the performance of such part of this Contract as has been terminated. The section titled **Treatment of Assets** shall apply in such property transfer.
- 55.3. Unless otherwise provided herein, Purchaser shall pay to Vendor the agreed-upon Price, if separately stated, for the Services received by Purchaser, provided that in no event shall Purchaser pay to Vendor an amount greater than Vendor would have been entitled to if this Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may

withhold from any amounts due Vendor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.

- 55.4. Vendor shall pay amounts due DIS and/or Purchaser(s) as the result of termination within thirty (30) calendar days of notice of the amounts due. If Vendor fails to make timely payment, DIS and/or Purchaser(s) may charge interest on the amounts due at one percent (1%) per month until paid in full.

Contract Execution

56. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

57. Counterparts

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

58. Purchase Orders

Except for limitation of liability provisions, in the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

59. Medical Records

If the Deposits include medical records, unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be a "custodian" of the records or "designee" of Customer with respect to such records, or have any other liability under state or federal law with respect to such records. If Customer is a "covered entity" under the Health Insurance Portability and Accountability Act, Customer shall enter into Iron Mountain's standard Business Associate Agreement with respect to Deposits containing personal health information.

60. ITAR/EAR Compliance

Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledge that special storage and service rates shall apply thereto.

61. Restrictions on Stored Material; Customer Premises

Customer shall not store with Iron Mountain nor deliver to Iron Mountain for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. All Customer's premises where Iron Mountain's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.

in Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this 21 day of May, 2009.

Approved
State of Washington
Department of Information Services

Approved
Iron Mountain Information Management, Inc.

[Signature]
Signature

[Signature]
Signature

Rohnd Rivera 5/21/09
Print or Type Name Date

Drew Schellhas 5-14-09
Print or Type Name Date

Asst Dir, Telecommunication Svs Div
Title

General Manager
Title

Approved as to Form and Content:
Iron Mountain Legal Department
By: [Signature]
Name: Caren M. Rempelakis
Title: Contracts Manager
Date: 5.12.09

Schedule A
Authorized Services and Price List

for
Contract Number T09-PCH-149
with
Iron Mountain Management, Inc.

Iron Mountain Management, Inc., is authorized to provide the Services identified in this Schedule A at the Prices set forth in this Schedule A. In addition, vendor can provide other Services at the rates in this Schedule A.

1. **Transportation Charge:** The charge for service performed by Vendor employee(s) and Vendor's secure vehicle at a Purchaser designated location.
 - a. Regularly scheduled services are provided during regular business hours (local time) during business days (excluding holidays).
 - b. Special services are services initiated by Purchaser to occur within a specific timeframe of request for service. Charges for special services are in addition to the regularly scheduled service trip charge.

Pick Up and Delivery:

Location	Status	Cost per Trip
Olympia	Regularly	\$14.00
Olympia	Special	\$90.00
Seattle	Regularly	\$28.00
Seattle	Special	\$90.00
Spokane	Regularly	\$28.00
Spokane	Special	\$90.00
Puget Sound to Spokane	Regularly	\$110.00
Puget Sound to Spokane	Special (Truck)	\$800.00
Puget Sound to Spokane	Special (Air)	\$450.00
Outside Service Areas	Regular and Special	Quoted as Needed

Media Handling:

Media handling is the manual handling of managed media items between Vendor facility and Purchaser location or within a Vendor facility.

Media	Cost per Item
Closed Container or Cart	\$2.00
Transport Container	\$2.00
Individual Media Items- Active	\$.12
Individual Media Items- long-term	\$.12

2. **Disaster Recovery Charges:** The charge for service performed by Vendor employee(s) and Vendor's secure vehicle after notification of a disaster recovery exercise or disaster event notification:

Disaster Recovery (DR):

Location	Status	Cost per Trip
Olympia	DR	\$100.00
Seattle	DR	\$100.00
Spokane	DR	\$100.00
Philadelphia, PA*	DR	\$125.00
Birmingham, AL*	DR	\$125.00
New York, NY*	DR	\$250.00

- Hot site prices could change given other locations
- Prices reflect local transportation only. 3rd party shipping to be added.

DR Exercise Media Handling):

Media	Cost per Item
Closed Container or Cart	\$2.00
Transport Container	\$2.00
Individual Media Items- Active	\$.25
Individual Media Items- long-term	\$.25

DR Labor Rate:

	Hourly Rate
With 72 Hours Notice	\$45.00
With No Notice	\$65.00

- 3. Vaulting Service:** The service for storing individual media items or containers at Vendor's facility.
- a. Rental charges for Vendor owned storage containers must be indicated and rental charge will include the storage costs.
 - b. Charges for Purchaser owned storage containers will reflect the storage cost.
 - c. Purchaser can move media and warrants out of storage facility without additional permanent move-out fees. No such fees can be assessed under any contract resulting from this RFQQ.

Vendor Owned:

Description of Container	Price	Per
Small container	\$9.25	unit
Medium container	\$9.25	unit
Large container	\$9.25	unit
Transport Carts	\$95.00	unit
Transport Container	\$9.25	unit
Closed Cart	\$95.00	unit
Individual slotted media container- active	\$.36	slot
Individual slotted media container- long term	\$.36	slot

Purchaser Owned:

Description of Container	Price	Per
Small container	\$7.34	unit
Medium container	\$7.34	unit
Large container	\$7.34	unit
Transport Carts	\$7.34	unit
Transport Container	\$7.34	unit
Closed Cart	\$7.34	unit
Individual slotted media container- active	\$.34	slot
Individual slotted media container- long term	\$.34	slot

Warrants Storage (10 points):

Warrant Storage	Price
Warrants	\$90.00

4. (MS) Miscellaneous: Additional fees charged for administrative services.

- a. Administrative fee is a monthly charge to Purchaser account(s) for the supply and maintenance of Authorized User ID cards issued to Purchaser personnel and other administrative services associated with management of each account.
- b. Minimum fee is a monthly fee charged for each Purchaser account number. The fee will only be applied if the Purchaser monthly activity charges do not equal or exceed the minimum monthly charge.

Description of Container	Price	Per
A. Administration Fee (10 points)	\$15.00	Month
B. Minimum Fee (10 points)	\$150.00	Month
C. Fuel Surcharge (20 points)	See Fuel Surcharge Policy	Trip

- c. Fuel surcharge is an additional fee imposed on pickup or delivery visits to adjust for increases in fuel prices.

PROGRAM PRICING SCHEDULE

Data Protection and Recovery Services

NEW2008-G_01-08

This Pricing Schedule is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, Inc., ("Iron Mountain") and the State of Washington, ("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 Data Protection and Recovery Services Pricing Schedule supersedes and terminates any prior Data Protection and Recovery Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

Backup Tape Vaulting

TRANSPORTATION SERVICES

Scheduled Service — Scheduled Pickup/Delivery services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

DESCRIPTION	PRICE	PER	CODE
■ Scheduled Service – Olympia	\$14.00	Trip	TRANSTR100
■ Scheduled Service – Seattle, Spokane	\$28.00	Trip	TRANSTR100
■ Scheduled Service – P Sound to Spokane	\$110.00	Trip	TRANSTR110
■ Scheduled Service – Out of Service Area	Quote	Trip	TRANSTR120

DISASTER RECOVER TRANSPORTATION SERVICES

Scheduled Service — Scheduled Pickup/Delivery services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays. Does NOT Include 3rd Party Transportation.

DESCRIPTION	PRICE	PER	CODE
■ Olympia, Seattle, Spokane	\$100.00	Trip	TRANSTR1000
■ Philadelphia, PA, Birmingham, AL	\$125.00	Trip	TRANSTR1100
■ New York, NY	\$250.00	Trip	TRANSTR1200
■ Out of Service Area	Quote	Trip	TRANSTR1300

Special Service — Pickup/Delivery service initiated to occur within a specific timeframe of request for service from Customer's Authorized Representative. Charges for Special Service are in addition to the Scheduled Service trip charge.

DESCRIPTION	PRICE	PER	CODE
■ Special – Olympia, Seattle, Spokane	\$90.00	Trip	SPECLST000
■ Special – P Sound to Spokane / Truck	\$800.00	Trip	SPECLST010
■ Special – P Sound to Spokane / Air	\$450.00	Trip	SPECLST020
■ Out of Service Territory Premium	\$1.25	Mile	TRANSTBD3

Transportation Services are billed monthly in arrears.

TRANSPORTATION FEES

Fuel Surcharge Policy

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

VAULTING

The service of storing media Items at an Iron Mountain facility. See specific container size descriptions in the Cost Estimate.

DESCRIPTION	PRICE	PER	CODE
■ Slotted Media - Active	\$0.36	Slot	VAULTA1000
■ Slotted Media – Long Term	\$0.36	Slot	VAULTA2000
■ Closed Container (Small, Medium, Large)	\$9.25	Container	CONT
■ Transport Container	\$9.25	Container	TRANSCONT
■ Carts	\$95.00	Cart	CART
■ Transport Carts	\$95.00	Cart	TRANSCART

Storage services are billed monthly in arrears.

MEDIA MANAGEMENT SERVICES

Services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

DESCRIPTION	PRICE	PER	CODE
■ Closed Container Handling (Including DR)	\$2.00	Item	HANDL03000
■ Transport Container Handling (Including DR)	\$2.00	Item	HANDL04000
■ Media Handling – Active and Long Term	\$0.12	Item	HANDL01000
■ DR Media Handling – Active and Long Term	\$0.25	Item	HANDL07000

OTHER PRODUCTS AND SERVICES

DESCRIPTION	PRICE	PER	CODE
■ Management Services With 72 Hours Notice	\$46.00	Hour	LABOR02000
■ Management Services With No Notice	\$65.00	Hour	LABOR07000
■ SecureSync Compatible Scanner - Tethered	\$295.00	Each	SCANNER1
■ SecureSync Compatible Scanner - Wireless	\$1,495.00	Each	SCANNER2
■ Data Entry Fee	\$75.00	Month	CODE
■ Container Locks	\$12.00	Lock	MAINTLOCKS
■ Security Clips	\$1.50	Clip	MAINTCLIPS
■ Temporary Transport Container Fee	\$1.00	Each per Day	TRANSRENTL
■ Custom Bar Code Labels	\$0.25	Bar Code	MAINTLABEL
■ Data Products		Quote	DPQUOTE
■ Disaster Recovery Readiness Services		Quote	DRSVCS
■ Library Moves		Quote	LIBMOVES
■ Plastic Media Destruction		Quote	OTHERDD000

Use of third party carriers for Disaster Recovery Testing and Library Moves require the completion of the Third Party Transportation Authorization Form.

OTHER MONTHLY FEES

DESCRIPTION	PRICE	PER	CODE
■ Administrative Fee	\$15.00	Acct Number	MAINTADMIN
■ Minimum Monthly Fee	\$150.00	Acct Number	NOITMMINBL
■ Warrant Storage	\$90.00	Pallet	WARPAL
■ Customer Container Storage	\$7.34	Unit	CUSTCONT

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

Schedule B

Statement of Work Template

The details of the specific Services, project or tasks should be negotiated by Purchaser and Vendor and memorialized in a Statement of Work (SOW). The Contract requires that the SOW reference the Contract number and address the following areas:

Project or Task Objectives

Scope and Description of Work, including Deliverables

Timeline and Period of Performance

Compensation and Payment

Vendor Staff, Roles and Responsibilities

Purchaser Staff, Roles and Responsibilities

*Additional Terms and Conditions Specific to this SOW
(Limitation of Liability)*

Purchaser Contracting Officer

Purchaser Business Manager

Signature Block

Statement of Work [YY-YY]
to
Contract Number [XXX-XXX-XXX]
for
[describe acquisition]

This Statement of Work (SOW) is made and entered by and between *[Purchaser]* (“Purchaser”), and *[Vendor]* (“Vendor”), for *[describe acquisition or purpose of SOW]*. This SOW incorporates by reference the terms and conditions of Contract Number *[XXX-XXX-XXX]* in effect between the Purchaser and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. Purchaser and Vendor agree as follows:

1. Project or Task Objectives

[Describe in detail the project or task objectives.]

2. Scope of Work and Deliverables

Vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

[Describe in detail what work Vendor will perform. Identify all tasks, work elements and objectives of the SOW, and timeline for completion of the major elements of the project.]

Vendor shall produce *[describe in detail what deliverables Vendor will produce]*.

3. Timeline and Period of Performance

The period of performance for this project will start on *[start date]* and the work tasks are estimated to continue through *[end date]*. Purchaser has the right to extend or terminate this SOW at its sole discretion.

4. Compensation and Payment

Purchaser shall pay Vendor an amount not to exceed *[_____]* dollars (\$*___*) *[specify maximum dollar amount]* for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor’s compensation for services rendered shall be based on Vendor’s Prices as set forth in the Contract’s Schedule A, *Authorized Services and Price List* as follows:

[List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]

[Expenses are optional. Travel costs are the most common reimbursable expense. If no travel is expected, insert a statement to that effect, e.g. “All activities are expected to take place in the greater (fill in location) area, thus no travel expenses are expected or authorized.” If Purchaser agrees to reimburse travel costs, include the following language.]

Purchaser shall reimburse Vendor for travel and other expenses as identified in this SOW, or as authorized in writing, in advance by Purchaser in accordance with the current rules and regulations set forth in the *Washington State Administrative and Accounting Manual* (<http://www.ofm.wa.gov/policy/poltoc.htm>). No payment of travel expenses will be made to Vendor for routine travel to and from Purchaser’s location. Vendor shall provide a detailed itemization of

expenses, including description, amounts and dates, and receipts for amounts of fifty dollars (\$50) or more when requesting reimbursement. The amount reimbursed to Vendor is included in calculating the "not to exceed" amount specified above.

[If Vendor will be reimbursed for any other expenses, describe them and any cost limits in this section.]

5. Vendor Staff, Roles and Responsibilities

[Identify Vendor staff who will be involved, naming individuals key to the project, and describe in detail their roles and responsibilities.]

6. Purchaser Staff, Roles and Responsibilities

[Identify Purchaser staff who will be involved and describe in detail their roles and responsibilities.]

7. Additional Terms and Conditions Specific to this SOW (Limitation of Liability)

[State additional terms and conditions specific to this SOW not found in Contract, if any.]

8. Purchaser Contracting Officer

9. Purchaser Business Manager

In Witness Whereof, the parties hereto, having read this SOW [YY-YY] to Contract Number [XXX-XXX-XXX] in its entirety, do agree thereto in each and every particular.

Approved

[Purchaser]



Signature
Roland Rivera 5/22/09

Print or Type Name Date
Asst Director, Telecommunication Svc Div

Title Date

Approved

[Vendor]



Signature
Drew Schellhaas

Print or Type Name
General Manager 5-13-09

Title Date



**AMENDMENT 09-01
TO
MASTER CONTRACT # T09-PCH-149
OFF-SITE MEDIA STORAGE VAULT SERVICES**

Pursuant to Section 23 *Authority for Modifications and Amendment* this amendment is entered into between the DEPARTMENT OF INFORMATION SERVICES, an agency of the state of Washington (DIS), and IRON MOUNTAIN, INC. (Iron Mountain).

The parties agree to amend the Contract as follows:

- From the effective date of this amendment the contract number is changed from T09-PCH-149 to T09-MST-149, and all references throughout the contract to T09-PCH-149 are deleted and replaced with T09-MST-149.

All other provisions of the contract remain in full force and effect. This amendment's effective date is the date this amendment is signed by DIS.

The parties have read and understand this Amendment and by their signatures below, agree to each and every particular.

ACCEPTED

*Washington State
Department of Information Services*

Signature 

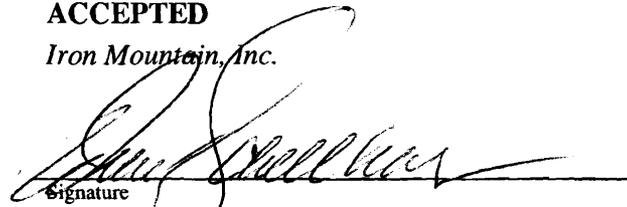
Scott Smith
Print or Type Name

Planning and Design Manager
Title

6/8/09
Date

ACCEPTED

Iron Mountain, Inc.

Signature 

Drew S. Williams
Print or Type Name

GM
Title

6-109
Date

Amendment Number 10-02
to
Master Contract Number T09-MST-149
for
Off-Site Media Storage Vault Services

In accordance with Provision 23 *Authority for Modifications and Amendments* of Master Contract T09-MST-149, this Amendment is entered into between the State of Washington, Department of Information Services (DIS) and Iron Mountain Information Management, Inc. (Vendor).

The parties hereby agree to amend the Contract as follows:

1. Section 47 is deleted and replaced in its entirety with the following:

47. DIS Contract Administration Fee and Collection

- 47.1 All Purchases made under this Contract are subject to a DIS Contract Administration fee, paid by Vendor to DIS.
- 47.2 The Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 47.3 Vendor shall submit the Contract Administration Fee directly to the DIS Contract Administrator along with the Contract Activity Report.

2. Section 49 is deleted and replaced in its entirety with the following:

49. Failure to Remit Reports/Fees

- 49.1 Failure of Vendor to submit the Contract Activity Report together with the Contract Administration Fees may be considered a failure to perform on the part of Vendor, which may result in DIS terminating this Contract.
- 49.2 The DIS Contract Administrator will notify Vendor of any Purchaser who has forfeited its right to purchase under this Contract. After such notification, any sale by Vendor to a forfeiting Purchaser may be considered failure to perform by Vendor.
- 49.3 If the performance issues are resolved, DIS, at its option, may reinstate a Vendor's participation or a Purchaser's right to purchase.

AMENDMENT NUMBER 12-03
TO
MASTER CONTRACT T09-MST-149

In accordance with Provision 23 (*Authority for Modifications and Amendments*) of Master Contract Number T09-MST-149, this Amendment 12-03 is entered into by and between the **State of Washington, Department of Information Services and Iron Mountain Information Management, Inc.**

The parties agree to modify the contract as follows:

1. Section 20 is deleted in its entirety and replaced with the following new Section 20:

Vendor shall appoint an Account Manager for Purchaser's account under this Contract who will provide oversight of Vendor activities conducted hereunder. Vendor's Account Manager will be the principal point of contact for Purchaser concerning Vendor's performance under this Contract. Vendor shall notify Purchaser Contract Administrator and Purchaser Business Manager, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

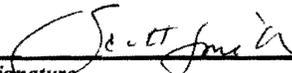
Vendor Account Manager: Carl Plenkovich
Address: 19826 Russell Road South, Kent, WA 98032
Phone: (253) 518-6559 Fax: (253) 872-3338 E-mail: Carl.plenkovich@ironmountain.com

All other provisions of Master Contract T09-MST-149, as previously amended, shall remain in full force and effect.

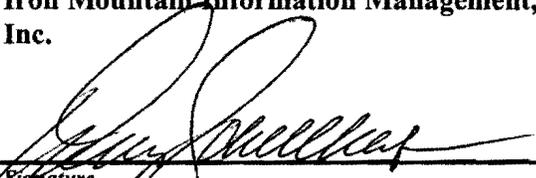
This Amendment 12-03 shall be effective as of the date signed by DIS.

Approved,
**State of Washington,
Department of Information Services**

Approved,
**Iron Mountain Information Management,
Inc.**



Signature



Signature

SCOTT SMITH

Print or Type Name

Drew Scheithas

Print or Type Name

TAS PROGRAM MANAGER 8/23/11

Title Date

LOM 8-17-11

Title Date



Access Authorization Form Data Protection

X New Update

Customer Number/ID TBD
Customer Name WA State Department of Enterprise Services

Date 19-Apr-12 Time 1:26PM

Authorized Contact Name (First Name / MI / Last Name)	Title	Contact Numbers & Email	Secret Question & Answer	Authorization Level	DR Authorization Level
Cherrie Imbao		Work Phone/Ext: 360-902-3171 Home Phone: Pager: Email Address: Cherrie.Imbao@des.wa.gov Cell: 360-464-8189	Q. What is letter letterhead? A. 8814	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> R	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
Herb Potter		Work Phone/Ext: 360-725-5228 Home Phone: Pager: Email Address: Herb.Potter@des.wa.gov Cell: 1-360-269-5257	Q. What is letter letterhead? A. 8814	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> R	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
		Work Phone/Ext: Pager: Home Phone: Cell: Email Address:	Q. A. A.	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> R	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
		Work Phone/Ext: Pager: Home Phone: Cell: Email Address:	Q. A. A.	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> R	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
		Work Phone/Ext: Pager: Home Phone: Cell: Email Address:	Q. A. A.	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> R	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
		Work Phone/Ext: Pager: Home Phone: Cell: Email Address:	Q. A. A.	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> R	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
		Work Phone/Ext: Pager: Home Phone: Cell: Email Address:	Q. A. A.	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> R	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

Two E level users required on all Iron Mountain Off Site Data Protection accounts

- E-Level Interaction Authorization
- Confirm media to include in DR
- Manage DR Documents
- Declare/Verify a DR
- Revise DR Authorization

*E-LEVEL SIGNATURE:

DR Authorization Levels

Authorization levels are mutually exclusive. A user may have a combination of numbers. Combinations like 123, for example, are acceptable.

1 - Confirm media to include in DR
 2 - Manage DR Documents
 3 - Declare/Verify a DR
 4 - Revise DR Authorization

Authorization Levels

Authorization levels are mutually exclusive. A user may have a combination of letters. Combinations like ABE, for example, are acceptable.

A - May release media for off-site vaulting; may not request the return of media.
 B - May receive media when returned from off-site vaulting; may request the return of media, except for standard special or critical special
 C - May request a visit to an Iron Mountain facility; may not request the return of media.
 D - May request the return of media during a declared emergency; may request the return of media, including standard special or critical
 E - May create and modify other users' accounts, including security privileges.
 R - Receive only; cannot request media; may search for requests and media items.

Please fax completed form to:
 Fax: 1-866-248-4766



**Amendment Number 12-04
to
Master Contract Number T09-MST-149
for
Off-Site Media Storage Vault Services**

In accordance with Provision 23 *Authority for Modifications and Amendments* of Master Contract T09-MST-149, this Amendment is entered into between the State of Washington, **Department of Enterprise Services (DES)** and **Iron Mountain Information Management, Inc. (Vendor)**.

Pursuant to Section 2 (Term), the parties agree to extend the term of this Master Contract for an additional one (1) year term from May 21, 2012 through May 20, 2013.

Pursuant to Section 4 (Pricing), Schedule A is deleted in its entirety and replaced with the new Schedule A that is attached to this amendment as Exhibit A.

All other provisions of Master Contract T09-MST-149, as previously amended, shall remain in full force and effect.

This Amendment 12-04 shall be effective as of May 21, 2012.

Approved
**State of Washington,
Department of Enterprise Services**

Approved
**Iron Mountain Information Management,
Inc.**



Signature



Signature

Joyce Turner

Print or Type Name

Kimmie Herrmann

Print or Type Name

Director

Title

5/21/12

Date

THUBS

Title

5/11/12

Date

Renewal Schedule A: PROGRAM PRICING SCHEDULE

Data Backup and Recovery Services

MULTI-LOC-R_01-12

This Pricing Schedule is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, Inc., ("Iron Mountain") and WA Department of Enterprise Services, ("the Customer").

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

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

WA Department of Enterprise Services

Contract # T09-MST-149

Customer #'s (See Attachment)

Effective Date: June 1, 2012

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

Handwritten signature and date: "K. Hu" and "5/16/12".

Iron Mountain Offsite Tape Vaulting

Pricing for Core Services

STANDARD SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service – Olympia	\$15.00	Trip
■ Scheduled Service – Seattle, Spokane	\$30.00	Trip
■ Scheduled Service – Puget Sound to Spokane	\$115.00	Trip
■ Transport Container	\$9.25	Container
■ Media Handling	\$0.13	Item
■ Closed Container Handling	\$2.00	Item
■ Transport Container Handling	\$2.00	Item

STANDARD STORAGE (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$0.36	Slot
■ Closed Container (Compact)	\$9.25	Container
■ Closed Container (Small)	\$9.25	Container
■ Closed Container (Medium)	\$9.25	Container
■ Closed Container (Large)	\$9.25	Container

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Standard Special Transport (24 hours)*	\$90.00	Trip/Sub-Account
■ Critical Special Transport (3 hours)*	\$90.00	Trip/Sub-Account
■ Out of Service Territory Premium	\$1.25	Mile
■ Special – Olympia, Seattle, Spokane	\$90.00	Trip
■ Special – Puget Sound to Spokane / Truck	\$800.00	Trip
■ Special – Puget Sound to Spokane / Air	\$450.00	Trip
■ Container Locks	\$12.00	Lock
■ Security Clips	\$1.50	Clip
■ Warrant Storage	\$90.00	Pallet
■ Plastic Media Destruction		Per Quote

Exhibit A to Amendment 12-04 to Contract T09-MST-149

OTHER PROGRAM FEES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee	\$15.00	Account ID
■ Fuel Surcharge		* Transportation Visit

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

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Transport Rental	\$1.00	Each per Day
■ Customer Container Storage	\$7.34	Container
■ Transport Carts	\$95.00	Container
■ Closed Cart	\$95.00	Cart
■ Custom Bar Code Labels	\$0.25	Label
■ Third Party Transportation		Priced per Shipment
■ Minimum Monthly Fee	\$150.00	Account Number

DISASTER RECOVERY TRANSPORTATION SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Olympia, Seattle, Spokane	\$100.00	Trip
■ Philadelphia, PA, Birmingham, AL	\$125.00	Trip
■ New York, NY	\$250.00	Trip
■ Out of Service Area		Per Quote
■ Custom Bar Code Labels	\$0.25	Label
■ Third Party Transportation		Priced per Shipment
■ DR Media Handling	\$0.25	Item

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

<p style="text-align: center;">State of Washington DEPARTMENT OF ENTERPRISE SERVICES 1500 Jefferson St. SE, Olympia, WA 98501 •</p>	CONTRACT AMENDMENT	
	<p>Contract Number: T09-MST-149 (05612)</p>	<p>Date Issued: April 12, 2013</p>
	<p>Amendment Number: Iron Mountain Information Management, LLC 13-03</p>	<p>Effective Date: April 16, 2013</p>

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

In accordance with Section 24 (Authority for Modifications and Amendments) of Master Contract Number T09-MST-149, this Amendment 13-03 is entered into by and between the State of Washington, Department of Enterprise Services ("DES") and Iron Mountain Information Management, LLC ("Contractor").

1. The parties agree that Contractor, formerly known as Iron Mountain Information Management, Inc., is now known as Iron Mountain Information Management, LLC.
2. This amendment accomplishes a change of corporate name only and all rights and obligations of DES and of the Contractor under the Master Contract are unaffected by this change. Iron Mountain Information Management, LLC retains the same rights and obligations as Iron Mountain Information Management, Inc. under the Contract.
3. The parties hereby agree that all references to Contractor in the Master Contract are now replaced with Contractor's new name, Iron Mountain Information Management, LLC.
4. Section 2 of the Contract is modified by extending the term of the contract through May 20, 2014.
5. Section 26 of the Contract shall be deleted in its entirety and replaced with the following new Subcontractors language:

Subcontractors:

Vendor may enter into subcontracts with third parties for services when necessary to accomplish services under this contract. In no event shall the existence of a subcontract operate to release or reduce the liability of Vendor to Purchaser for any breach in the performance of Vendor's duties. For purposes of this Contract, Vendor agrees that all Subcontractors shall be held to be agents of Vendor. Vendor shall be liable for any loss or damage to Purchaser as set forth in Section 45, including but not limited to personal injury, physical loss, harassment of Purchaser employee or violations of the Patent of Copyright Indemnification, Protection of Purchaser's Confidential Information, and Ownership/Rights in Data sections of this Contract occasioned by the acts or omissions of Vendor's Subcontractors, their agents or employees. The Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Ownership/Rights in Data, Publicity and Review of Vendor's Records sections of this Contract shall apply to all Subcontractors.

6. Section 47 of the Contract shall be deleted in its entirety and replaced with the following new Management Fee language:

Management Fee:

Beginning July 1, 2013, Contractor shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% (Management Fee) of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") under this Contract. Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Management Fee will be included in Contractor's pricing, as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. Any decrease to, or elimination of, the Management Fee, shall be reflected in contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the Contractor in the case of an upward adjustment of the Management Fee.

Contractor will provide DES with a sales report detailing Total Net Sales for the preceding quarter ("Sales Report"), in accordance with the Sales & Subcontractors Report section of this Amendment using the requirements and schedule set forth below. DES will send an invoice within 30 days after each quarter, based on the Sales Report. Payment of the Management Fee is due within thirty (30) days of the date of the DES invoice.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Management Fee payment must reference the Contract number, Work Request Number (if applicable), the year and quarter for which the Management Fee is being remitted, and the Contractor's Name as it is known to DES, if not already included on the face of the check. All payments must be sent to:

Name:	State of Washington, Dept. of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: _____ Quarter/Year: _____ Contractor's Name as it is known to DES (if not already included on the face of the check).

7. Section 48 of the Contract shall be deleted in its entirety and replaced with the following new Sales and Subcontractors Reporting language:

Sales & Subcontractors Reporting:

Beginning July 1, 2013, the Contractor shall provide a Sales and Subcontractor Report to the Master Contracts & Consulting Unit on a quarterly basis in the electronic format provided by the Master Contracts & Consulting Unit at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>. A sample Sales & Subcontractor report can be found at: <http://www.ga.wa.gov/PCA/SL/ExternalForms/contracting/usage.doc>. Contractor must report by customer number and must report when no sales are made. Estimates and averages will not be accepted. Actual sales figures must reported.

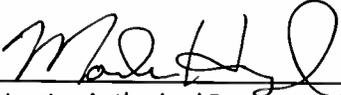
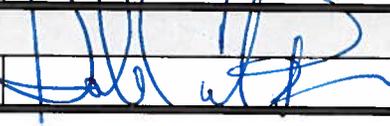
Schedule:

Contractor will provide Usage Reports and Management Fees quarterly, per the following schedule:

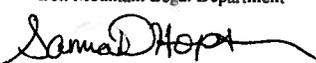
FOR ACTIVITY IN THESE MONTHS:	SALES REPORTS DUE	MANAGEMENT FEES DUE
January, February and March	April 30 th of same year	Within 30 days of DES Invoice date
April, May and June	July 31 st of same year	Within 30 days of DES Invoice date
July, August and September	October 31 st of same year	Within 30 days of DES Invoice date
October, November and December	January 31 st of following calendar year	Within 30 days of DES Invoice date

Authorizing Signatures

This contract amendment, consisting of three (3) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.

 (Contractor Authorized Representative Signature)		5/16/2013 (Date)		For State:	
 (Procurement Coordinator Signature)		5/30/13 (Date)			
Print Name	Mark Hazel	Print Name	Sylvia Sammons		
Telephone No.	253-261-2887	Telephone No.	360-407-8226		
Company	Iron Mountain Information Management, LLC	Company	Dept. Enterprise Services Master Contracts & Consulting		
Mailing Address	1055 South Grady Way Suite 400 Renton, WA 98055	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411		
Physical Address	SAME	Physical Address	1500 Jefferson St. SE Olympia, WA 98501		
Email:	mark.hazel@ironmountain.com	Email:	sylvia.sammons@des.wa.gov		
DES Approval					
MCC Manager			Signature/Date	5-30-13	

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



Samia Hopson, Esq., Corporate Counsel
Date: 14-May-13
Customer: State of Wash, DES