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Header 3

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 801826

Procurement Type: Statewide MA (Open End)

Vendor ID: 000000126524

Legal Name: IRON MOUNTAIN INCORPORATED

Alias/DBA: IRON MOUNTAIN

Total Bid: \$0.00

Response Date: 11/30/2020

Response Time: 16:58

Responded By User ID: cm Myers

First Name: Collin

Last Name: Myers

Email: collin.myers@ironmountain.com

Phone: 410.507.9246

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2100000008

Published Date: 11/11/20

Close Date: 12/1/20

Close Time: 13:30

Status: Closed

Solicitation Description: Statewide Contract for Records Management - (RECMGT21)

Total of Header Attachments: 3

Total of All Attachments: 3



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 801826
Solicitation Description: Statewide Contract for Records Management - (RECMGT21)
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2020-12-01 13:30	SR 0212 ESR11302000000003850	1

VENDOR
000000126524
IRON MOUNTAIN INCORPORATED

Solicitation Number: CRFQ 0212 SWC2100000008
Total Bid: 0
Response Date: 2020-11-30
Response Time: 16:58:18
Comments:

FOR INFORMATION CONTACT THE BUYER
Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Vendor
Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Document Storage Services	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Commodity Line Comments: Please see attached Exhibit A.

Extended Description:

Document Storage Services:
 Note: Vendor shall use Exhibit_A Pricing Page (Revised 11-10-2020) for bid pricing.
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
 Vendor shall enter pricing into the Exhibit_A Pricing Page and must attach with bid.
 See section 18 of Instructions to Bidders for additional information.

CRFQ 0212 SWC2100000008
(RECMGT21)

Records Management - Offsite Storage and Document Destruction

Commodity Line Number	Description	Unit of Measure	Estimated Quantity Per Month	Unit Price	Annual Price Total
TRANSFER AND STORAGE:					
5.2.1.1 Contract Item #1	Transferring Existing Records to New Storage Facility	Per Cubic Foot	195,000	No Charge Allowed	\$0.00
5.2.2.1 Contract Item #2	Indexing Existing Records at time of Transfer from existing Storage Facility	Per Box	195,000	No Charge Allowed	\$0.00
5.2.3.1 Contract Item #3	Records Storage Fee	Per Cubic Foot	195,000	\$ 0.22	\$ 503,100.00
SUPPLIES:					
5.2.4.1 Contract Item #4	Storage Boxes (Aproximate Demensions 15"L x 12"W x 10"H)	Per Box	200	\$ 1.89	\$ 4,536.00
PICK UP NEW RECORDS:					
5.2.5.1 Contract Item #5	New Records Pick Up (within 5 business days of request)	Per Box	200	\$ -	\$ -
5.2.6.1 Contract Item #6	Indexing/Induction of New Records	Per Box	200	\$ -	\$ -
RETRIEVAL/DELIVERY RECORDS ALREADY STORED/INDEXED:					
5.2.7.1 Contract Item #7	Retrieval/Delivery of Stored Paper Records [Five (5) Business Day of Written Request]	Per Box	400	\$ 1.84	\$ 8,832.00
5.2.8.1 Contract Item #8	Emergency Retrieval/Delivery Stored of Paper Records [Three (3) Calendar Days of Written Request]	Per Box	10	\$ 9.79	\$ 1,174.80
5.2.9.1 Contract Item #9	Pickup from agency and Return to Storage of Paper Records [Five (5) Business Days of Written Request]	Per Box	150	\$ -	\$ -
SECURE VIEWING AREA:					
5.2.10 Contract Item #10	Secure Area at Vendor's Facility for Records Viewing	Each (Per Visit)	10	No Charge Allowed	\$0.00
5.2.10.1 Contract Item #11	Retrieval Fee for Viewing in Secure Area	Per Box	10	\$ 1.84	\$ 220.80
5.2.10.2 Contract Item #12	Return Fee for Viewing in Secure Area	Per Box	10	\$ 1.84	\$ 220.80
DESTRUCTION:					
5.2.11.4 Contract Item #13	Destruction of Paper Records	Per Box	10	\$ 3.06	\$ 367.20
5.2.12.4 Contract Item #14	Destruction of Microfilm	Per Box	5	\$ 20.00	\$ 1,200.00

Annual Total Cost \$ 519,651.60

Please type or print legibly

Vendor: Iron Mountain Information Management, LLC

Vendor Representative: Tom Burt

Phone Number: (610) 731-7944

Email: Tom.Burt@ironmountain.com



**IRON MOUNTAIN PROPOSAL FOR
STATEWIDE CONTRACT FOR RECORDS MANAGEMENT**

SOLICITATION NUMBER: CRFQ 0212 SWC2100000001

SUBMITTED TO: WEST VIRGINIA OFFICE OF TECHNOLOGY (WVOT)

SUBMITTED BY: IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

Iron Mountain Information Management, LLC
One Federal Street
Boston, MA 02110

DUNS: 621417633
CAGE CODE: 1F2Y7

Submission Date: December 1, 2020

CONFIDENTIALITY

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1.0 EXECUTIVE SUMMARY

As the global leader in information management services, Iron Mountain provides record management, data management, information governance, and information destruction services for more than 225,000 organizations around the world. Iron Mountain offers government agencies a comprehensive array of information management solutions that help secure their physical and digital assets to lower costs, mitigate risks, meet compliance, and improve access to mission-critical information.

1.1 West Virginia Presence

Iron Mountain currently provides records management and storage services for the State of West Virginia at our two Charleston facilities located at MacCorkle Avenue, just seven miles from the State capital. For the life of this contract, Iron Mountain will keep all records stored within the State.

In addition to our two primary facilities currently servicing the State, Iron Mountain has a sizeable business footprint in the State of West Virginia with a total of nine employees and Image on Demand services within the local market facility. We also provide Courier deliveries (we do not ship via third-party). Iron Mountain also can continue providing storage for the State of West Virginia's existing records while accommodating the State of West Virginia's increasing storage requirements.

We are happy to have a local presence to continue to do business within the state while also adding to the economy within West Virginia. We are committed to our neighborhoods through various volunteer events throughout the year, and are happy to make an impact in our local communities in more ways than through business. As your trusted business partner, and understanding the need for safeguarding public trust of taxpayer funds, we are pleased to present this offer which represents an immediate savings of \$115,000 in year one and more than \$575,000 over the initial five-year term of the contract. The savings will begin being realized as soon as the agreement is finalized; other options could take as many as five to ten years before the State and taxpayers of West Virginia gain any cost savings. Iron Mountain is committed to saving the taxpayers of the State of West Virginia more than half of a million dollars with the acceptance of this proposal.

1.2 A Trusted Partner

As your trusted business partner, and understanding the need for safeguarding the public trust of taxpayer funds, we are pleased to present this offer which represents an **immediate savings of \$115,000** in year one, and **more than \$575,000 over the initial five-year term** of the contract. The savings will begin being realized as soon as the agreement is finalized. Other options could take as many as five to ten years before the State and taxpayers of West Virginia gain any cost savings.

Iron Mountain currently provides mission critical services to 29 State governments. We provide services to various agencies, including: Health and Human Services, Transportation, Courts and Public Safety. Within the state of West Virginia, Iron Mountain is a trusted partner with local government and various educational institutions to secure and process informational assets with storage, imaging, and secure destruction services.

1.3 Avoiding the Operational Risk of Change

As the incumbent vendor, Iron Mountain can deliver savings over the contract term specified in the RFQ. At the current industry standard and Iron Mountain inventory transition speed of 60 cubic feet per/market/per day, it would take almost 15 years to fully transition the State's program to another vendor. By maintaining Iron Mountain as their storage vendor, the State would see greater savings over

the contract period and would avoid costly disruptions to their program associated with managing multiple vendors over an extended period of time.

Additionally, the operational burden and upheaval of transferring critical records from one supplier to another should not be underestimated. Below, we have outlined some of the operational risks associated with a transition of this scale and importance:

Transition Timescale and Risk

The transition from Iron Mountain to a new vendor would take 177 months, or almost 15 years (based on most vendors' mutually agreed exit/ingestion flow rates of 50 boxes per day). While we work to limit any disruption to day-to-day business, boxes and/or files will not be available for retrieval while they are in transit (and no guarantee from the new vendor that records will be inbound immediately). Additionally, the State of West Virginia would need to manage a dual vendor program for a considerable amount of time.

Additional issues relating to moving to a dual vendor program for a significant period include:

- Fragmented control of records and data potentially putting customer sensitive data at risk.
- User experience will be undeniably affected (SLAs, Customer Service, etc.).
- Invoicing, regarding billing and accounts payable issues associated with operating the same service with two vendors.
- The State of West Virginia will need to have project resources to support the implementation and will have to spend additional time managing business with multiple suppliers – and operationally bringing the new vendor 'up-to-speed.'
- Storage to Iron Mountain will still be paid over a 14+ year exit. Concurrent invoicing from both suppliers will need to be managed closely and monitored over this period.
- While we (and other reputable vendors in our industry) take all precautions to ensure there is no loss or damage during transit, it remains a risk, given the high volume of records being moved.
- Should Iron Mountain not be selected for award, we will work with the State to negotiate, in good faith, rates to expedite transfer of materials.

1.5 Program Savings

- Immediate savings of **\$115,000** in one year;
- **\$575,000** in savings over the initial five-year term of the contract

1.5 Iron Mountain Capabilities

By continuing to develop the partnership with Iron Mountain, The State of West Virginia has access to the most advanced solutions for both physical and digital information management. Iron Mountain is continually investing in new technology and offers solutions that can support The State of West Virginia as a whole and each of its various agencies. As an organization, we look to identify essential opportunities that will enhance customer experiences and generate savings for the State of West Virginia.

1.6 Comprehensive Solutions

Iron Mountain offers a comprehensive array of information management solutions that help you know what information you have, where it is stored, and how to get to it quickly and confidently to reduce costs, risks, and inefficiencies unlocking its inherent value.

Our ability to service the State of West Virginia is further enhanced by a dedicated team of professionals with the experience necessary to provide a comprehensive solution.

1.7 Permanent Withdrawal

Permanent Withdrawal applies to Items that will not be returned to Iron Mountain for storage, but are not to be destroyed by Iron Mountain. Permanent Withdrawal charges will apply when Items are removed from Iron Mountain and will not be returned, regardless of whether the removal occurs during the contract term, at the end of the contract term, upon expiration of the contract, or as a result of a customer terminating the contract, by non-renewing or otherwise. Deposits processed for Permanent Withdrawal are deducted from the storage billing at the end of the month this process occurs. The Permanent Withdrawal process includes both the Permanent Withdrawal charge plus a Retrieval charge for each item to be withdrawn. Permanent Withdrawal processing includes: scanning to confirm each Deposit is being changed to permanently withdrawn status, preparation for shipment, loading on a secure vehicle for transportation, and closing the order within the system (up to the standard destruction volume of 1,200 cubic feet per Iron Mountain Market per month). In the context of a customer ending its relationship with Iron Mountain and closing its account, whether by way of contract expiration, contract non-renewal, contract termination or otherwise, then the maximum cubic feet of cartons that Iron Mountain will transfer back to the customer (or the customer's new vendor) is 1,200 cubic feet per month, per Iron Mountain market. Items that are not picked up by a customer within 30 days may be subject to additional charges, including but not limited to charges for refiling and retrieval.

2.0 PRICE QUOTE

Iron Mountain has provided our Price Quote in Exhibit A Pricing Page as a separate attachment.

Iron Mountain's price quote is providing an immediate savings of \$115,000 in one year and \$575,000 in savings over the initial five-year term of the contract. We have also proposed fixed rates over the course of the initial five-year term.

Please note that in Exhibit A Pricing Page, we have left blank the Unit Price in lines 15 and 16 (Contract Item #5 and Contract Item #6) because the cells cannot be changed when adding a Unit Price of \$0.00. Please note that the Unit Price we are proposing is \$0.00 (or No Charge) for these two Contract Items.

3.0 ADDITIONAL ATTACHMENTS

3.1 Background Investigation Program Overview

In response to requirement 4.3, please find included in our response a copy of Iron Mountain's Background Investigation Program Overview (immediately following this page).

3.2 Visitor Safety and Security Welcome Policy

In response to requirement 5.1.2.2.3.1, please find included in our response a copy of Iron Mountain's Visitor Safety and Security Welcome Policy (immediately following the Background Investigation Program Overview).

3.3 Elevation Certificate

Please find included in our response a copy of Iron Mountain's Elevation Report (immediately following the Visitor Safety and Security Welcome Policy).



Overview of Background Investigation Program – U.S.

Iron Mountain's pre-employment hiring procedures include drug screening, identity verification, criminal conviction searches, government/terrorist watch list reviews, employment verifications, education verifications (where applicable), as well as annual motor vehicle reviews for drivers and couriers. In addition, all applicants are screened to confirm authorization to work in the United States.

All drug testing, background investigations and driver checks are conducted by reputable national services and reported to the Iron Mountain corporate office to preserve the integrity of the process and the results. Employment decisions are reviewed on an individualized basis with consideration given to the recency, severity and relevance of any derogatory information in an employee or applicant's background check. To validate their continued eligibility for employment, Iron Mountain employees undergo recurring background investigations every three years.

This program has been in place for many years, and the Company is continually reviewing and implementing improved processes to ensure that the highest standards are applied to our employment decisions.

Drug Screening

Iron Mountain maintains a "zero tolerance" policy to employ a workforce free from abuse of drugs and alcohol.

The first step in the Iron Mountain background investigation process is the pre-employment drug test. This consists of a 5-panel screening test administered in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. Substances covered by the 5-panel test are:

- (1) Marijuana metabolites
- (2) Cocaine metabolites
- (3) Opiate Metabolites
- (4) Phencyclidine (PCP)
- (5) Amphetamines / Methamphetamines

Negative test results are reported via a secure web site to authorized users. Positive results are reported to a single corporate contact to maintain privacy and confidentiality.

Once employed, individuals may be subject to additional testing under the following conditions:

- Reasonable Suspicion
- Post Collision/Post Accident
- CDL Random
- Return to Duty
- Follow up from Return to Duty

Criminal Conviction Searches

Once a written offer letter is signed by the applicant, a criminal background check is then conducted in all counties/states where the applicant has resided/been employed for the past ten years (effective for new employees hired after July 1, 2011) . Appropriate jurisdictions are identified via disclosure by the applicant as well as a Social Security Number trace, to the extent permitted by law. In addition, a search of Federal Criminal courts is also conducted.

Iron Mountain maintains a team of skilled background investigation professionals who review any derogatory criminal history before making recommendations on employment decisions. Iron Mountain takes into consideration the date of any conviction, the nature of the offense, the position being applied for, and other factors, when determining whether to allow an individual to work for the company.

Iron Mountain reserves the right to review and adjudicate personnel decisions with regard to hiring, terminating and suspending individuals based on the nature of the offense, timing of the offense, recidivism and relationship of the offense to the job being considered.

Government/Terrorist Watch Lists

Iron Mountain conducts a comprehensive review of government and terrorist watch lists via its preferred background investigations provider. The search includes, among others: Department of Public Safety, Department of Corrections, Administrative Office of the Courts, Bureau of Criminal Apprehension, and/or the Department of Criminal Justice and other applicable government agencies, where available; Information from 49 states' Sex Offender Registries plus the District of Columbia, Puerto Rico and Guam; the Office of Foreign Assets and Control's (OFAC) Specially Designated Nationals and Blocked Individuals (SDN) List, a review of the Interpol Most Wanted list, as well as numerous other domestic and international government terrorist and sanctions watch lists.

The search also includes a review of excluded parties in databases maintained by the Office of Inspector General (U.S. Department of Health and Human Services) and complies with OIG and U.S. General Services Administration guidelines.

Employment Verifications

Employment verifications consist of a review of an applicant's employment history going back seven years.

Education Verifications

Iron Mountain will confirm the highest degree awarded post high school if required for the role.

Motor Vehicle Review

Driver candidates are screened for appropriate license class and any motor vehicle violation history. Violation and accident history for the past three (3) years are reviewed and adjudicated based upon seriousness of the offense and frequency of occurrence. All drivers are subject to an annual motor vehicle records check.

IRON MOUNTAIN VISITOR SAFETY & SECURITY WELCOME



Iron Mountain Visitor Safety & Security Welcome

Dear Iron Mountain Visitor: Safety & Security is of paramount concern to Iron Mountain. Procedures have been established to ensure protection of our customer's records as well as your safety. Failure to follow these procedures may result in the loss of visiting privileges.

Logs. Visitors must sign in and out of the facility on the logs provided using legible handwriting or printing. Sign in / sign out is recorded through visitor registration software at all corporate sites.

Badges: All Visitors must show a valid government issued ID (ID card, Passport, and Driver's License) upon entering the facility before being issued a numbered visitor badge. All Iron Mountain employees and visitors are required to wear Iron Mountain issued identification badges while on site at any Iron Mountain location. The badges are to be color-coded to indicate the nature of the individual's business at Iron Mountain. Anyone without a visible badge will be politely requested to produce it and wear it. Lost badges are to be reported immediately to your host. Badges are to be turned in at the conclusion of the visit and at least on a daily basis.

Access Control. Visitors are not authorized to admit any person (including persons with Iron Mountain photo identification badges) into any facility. Visitors are to use only authorized entrances and exits.

Key Control. Visitors will not be given keys to any facility at any time.

Internal Security. Visitor participating in tours or conducting audits will be limited to defined areas, audit or viewing rooms and are not allowed to be in areas where other customer materials are located or could be viewed unless accompanied and monitored by an authorized escort. Visitors found unattended in any storage areas will be requested to leave the premises.

Information Access. Visitors are not permitted to access (to include reading, copying, removing or otherwise possessing) information Iron Mountain deems as private and/or proprietary, unless such access is required by contract, law or regulation. Exceptions to this rule must be coordinated with the Iron Mountain department who owns the requested information.

Photography/Video Recording. Use of any recording equipment (photographic, video, cellular telephones with photographic or video function, imaging, audio or other recording activities; collectively "recording equipment") for recording purposes is strictly forbidden at all Iron Mountain facilities without prior permission of the District Manager (NA) Vice President (corporate locations) or Country Managers (International).

Security or Safety Concerns. Any Visitor who observes a situation or practice they believe is unsafe or insecure is encouraged to report the matter to the local manager.

Smoking. Smoking, including electronic alternatives is not permitted in any Iron Mountain facility. Visitors may only smoke in designated areas external to the facility that are at a minimum of 10 feet / 3 meters away from the perimeter of the building and from combustible or flammable material such as propane, dumpsters or landscaping mulch. Smoking anywhere within the building will result in your permanent loss of privilege to visit the facility.

To whom it may concern, on 5-29-15 White Brothers Consulting LLC. Shot to two finished floor elevations on the property located at 5730 MaCcorkle Ave. SE, Charleston WV 25304. The first shot elevation was in the doorway shown on the first picture attached here to and was 613.30'. The second shot was on the dock shown in the second picture attached hereto and was 613.18'. The base flood elevation in this area according to the firm map 54039C0429E is 597.00' and shown on a map attached hereto.

Certified by Jeffery Lee Snyder P.S. 2238

1st



2nd

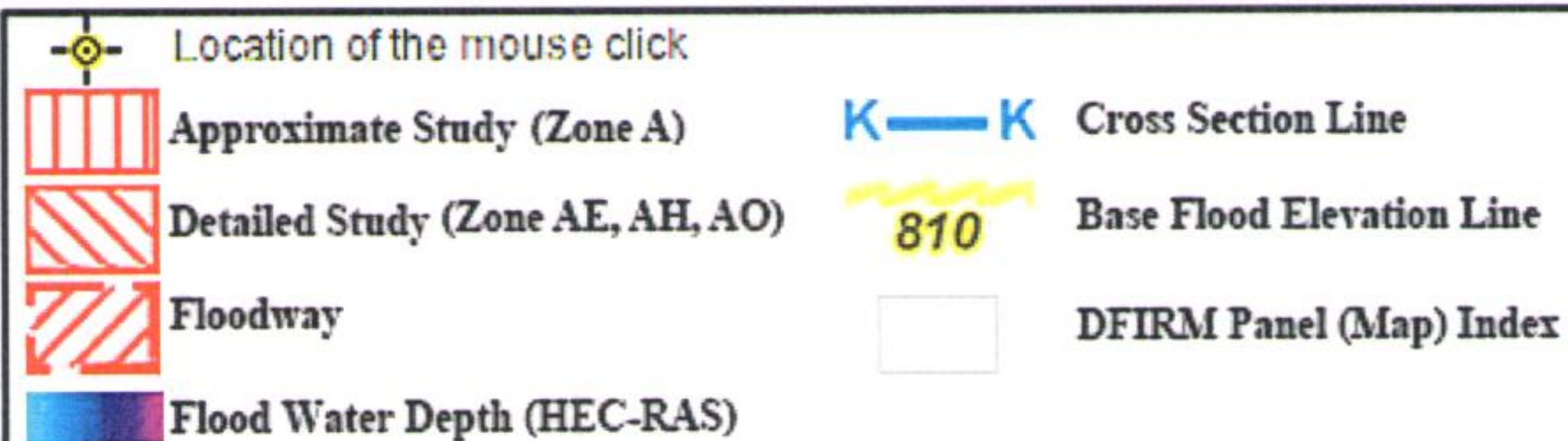


WV Flood Map



This map is not the official regulatory FIRM or DFIRM. Its purpose is to assist with determining potential flood risk for the selected location.

Map Created on 6/1/2015



User Notes:

Disclaimer:

The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. To obtain more detailed information in areas where Base Flood Elevations have been determined, users are encouraged to consult the latest Flood Profile data contained in the official flood insurance study. These studies are available online at www.msc.fema.gov.

WV Flood Tool is supported by FEMA, WV NFIP Office, and WV GIS Technical Center
(<http://www.MapWV.gov/flood>)

Flood Hazard Area:

Advisory Flood Height: N/A

Water Depth: N/A

Elevation: N/A

Location (long, lat):

Location (UTM 17N):

FEMA Issued Flood Map:

Contacts:

CRS Information:

Flood Profile: No Profile

HEC-RAS Model: No Model

Parcel Number:

4.0 QUALIFICATIONS

Requirement	Iron Mountain Compliance
4.1 Vendor must be Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) compliant. An executed Business Associate Addendum (see attachment Exhibit_B) will be required prior to award.	<p>Iron Mountain's workflows and facilities incorporate the latest in technology, best practices, and regulatory compliance. We protect all of your data as if it were our own, meeting, and often exceeding HIPAA standards. That's why Iron Mountain is the Public Sector partner of choice for data protection and compliant media management.</p> <p>With more than 60 years of information management experience, over 90 dedicated facilities, and 3400 highly secure vehicles, Iron Mountain has the resources and expertise necessary to support your compliant media management program. We have invested years in developing a proven, comprehensive approach to compliant media backup and archiving. And, we continue to invest in keeping our systems fully up to date with the latest HIPAA regulations.</p>
4.2 Vendor must have established information security and privacy policies. Vendor must provide proof of a third-party audit of the security and privacy policies within the last 365 days upon request.	<p>Iron Mountain employs a professional Global Security Services organization. This team is also responsible for information security and incident management. Our security measures include:</p> <ul style="list-style-type: none"> • A comprehensive personnel screening process that includes a thorough background investigation and pre-employment drug screening • Stringent physical security measures tailored to the needs of a specific location and environment. These measures include: positive access control and intrusion detection systems, alarms, and CCTV • Industry-leading asset protection policy and procedures with continuous employee training to ensure strict adherence to requirements • On-going security integrity audits to monitor compliance and ensure our security plans are current, viable, and reflect industry best practices. <p>Regarding the requirement for proof of a third party audit: Iron Mountain can satisfy this request through the completion of a SSAE18 SOC2 Type II report, or equivalent.</p>
4.3 Vendor must have an established personnel security program designed to evaluate employee trustworthiness before being granted access to sensitive data. Vendor must provide documentation of security program upon request.	<p>Iron Mountain understands information is an agency's most valuable asset. Iron Mountain strives to hire and retain the best candidates for all positions. Iron Mountain has significant experience obtaining and maintaining security clearances for a variety of Federal agencies. Iron Mountain will work with the State's designated point-of-contact as necessary to coordinate, track, and process additional background investigations for employees required for this contract.</p> <p>By using stringent pre-employment screening and hiring procedures and ongoing training and development programs,</p>

Requirement	Iron Mountain Compliance
	<p>we attract and retain qualified, motivated employees who demonstrate strong customer service skills. Some of Iron Mountain's thorough pre-employment hiring procedures include:</p> <ul style="list-style-type: none"> • Drug Screening • Identity Verification • Employment Verifications • Education Verifications • Motor Vehicle Reviews for Drivers/Couriers • Criminal Conviction Searches <p>In addition, all applicants are screened to confirm authorization to work in the United States. Furthermore, Iron Mountain employees undergo recurring background investigations every three years. Iron Mountain employees sign confidentiality agreements as part of their employment with Iron Mountain, so our customers can be assured that any sensitive information will be treated as such.</p> <p>Please find included in our response a copy of Iron Mountain's Background Investigation Program Overview (titled "Iron Mountain BI Program Overview US").</p>
<p>4.4 Vendor must have a documented plan for handling security and privacy incidents that complies with the West Virginia Notice of Confidentiality Policies and Information Security Accountability Requirements, made part of this contract through the General Terms and Conditions item #30.</p>	<p>Iron Mountain developed its Incident Management Program with a tactical and business strategy, including governance, industry standard, and best practices. The program provides a framework to support a successful incident response, including:</p> <ul style="list-style-type: none"> • Triage, investigate, and escalate the event to internal support resources; • Mitigate the event and its impact; • Coordinate notifications in compliance with legal, regulatory and contractual requirements; • Notify appropriate insurance partners; • Develop trending and reporting; and • Develop processes and procedures to help prevent recurring events. <p>If an event threatens the security, availability, and confidentiality of personal data or customer information, Iron Mountain reports the incident through established escalation protocols, which are designed to help streamline the incident reporting process and enable Iron Mountain personnel to register vital incident information quickly, thoroughly, and efficiently about events that occur. Once an incident is reported, the appropriate Iron Mountain team is alerted to begin researching the matter. We track the incident until a resolution is reached and appropriately documented. As necessary, Iron Mountain response team members coordinate customer notifications in accordance with laws, regulations, and customer agreements. Additionally, Iron Mountain</p>

Requirement	Iron Mountain Compliance
	personnel perform analysis to identify trends and develop processes and procedures to proactively prevent reoccurring events.
4.4.1 The Vendor's incident management plan must define a security or privacy incident as an unauthorized access of an agency's records or any missing agency records from the vendor's custody.	Iron Mountain is in compliance (please refer to response above in 4.4).
4.4.2 The Vendor's incident management plan must describe what steps of the process are handled internally or externally; and	Iron Mountain is in compliance (please refer to response above in 4.4).
4.4.3 The Vendor's incident management plan must include timeframes or milestones.	Iron Mountain is in compliance (please refer to response above in 4.4).
4.4.4 The Vendor must provide the incident management plan within 30 calendar days of the contract start date to: WV Office of Technology Attention: Andrew Lore Capitol Complex Bld. 5 10th Floor Charleston, WV 25305 Andrew.C.Lore@wv.gov	Iron Mountain is in compliance (please refer to response above in 4.4).

5.0 CLARIFICATIONS

Iron Mountain has provided the following Clarifications to the CRFQ 0212 SWC2100000008 Statewide Contract for Records Management (RECMGT21) Specifications beginning in Section 5. General Requirements.

Specifications Reference	Clarification
5.1.1 The vendor must provide a facility that will protect all records from disaster as defined in West Virginia Code §5A-8-3. This may be viewed at http://code.wvlegislature.gov/5A-8-3/	<p>Iron Mountain is proposing the continued use of its record storage facility located at 5736 MacCorkle Avenue, Charleston, WV 25304. All Iron Mountain facilities are designed and constructed to protect customer records from potential disaster as defined in the West Virginia Code §5A-8-3. Each facility is regularly inspected, audited, and, as shown below, typically constructed specifically outside of flood zones or geographical locations prone to natural disasters.</p> <p>We have a 24/7, robust facility maintenance program that meets all local and national legislative and statutory requirements and ensures that we appropriately maintain all critical building systems to reduce the risk of failure and downtime.</p> <p>We clean our record centers daily as part of our standard operating procedures. We contract with various local companies to prevent pests. Record center maintenance, including cleanliness, is managed at the district level following strict procedures. In addition, managers at the regional, area, divisional, and corporate level who travel to our field locations routinely check cleanliness as part of a field audit program.</p>
5.1.2.2.3 Facility must have a policy for providing access to the records storage area to ensure only duly authorized individuals have access.	<p>Iron Mountain has included in its response a copy of its Visitor Access Policy. Iron Mountain takes extensive precautions to protect the confidentiality of our customers' records and ensure that unauthorized parties cannot access records. Access to confidential information is governed by a set of procedures, some of which are Iron Mountain's standard operating procedures, and others that may be determined by regulatory agencies or the customer.</p> <ul style="list-style-type: none"> • Levels of password protection deemed appropriate for stored material. • Deliveries are limited to addresses registered in Iron Mountain's computerized customer master file. • Unauthorized facility access is prevented by electronic security systems monitored by a central station, physical barriers, and administrative controls. • Retrievals may be shrink-wrapped or sealed to protect against tampering while en route. • Employees are trained and sign an acknowledgment of confidentiality requirements. • Iron Mountain maintains the highest level of customer confidentiality in the industry.

Specifications Reference	Clarification
5.1.2.2.3.1 Vendor should submit the policy with their bid and must provide documentation of such policy prior to award.	Iron Mountain has included its Visitor Access Policy as an attachment (see above section 3.2).
5.1.2.3 The records storage area must have an independent circulating system to keep the air as free as possible of pollutants and dust and to prevent the entry of unfiltered air from other parts of the building.	For normal hard-copy business records, Iron Mountain offers standard storage in our record centers. Since paper records will not suffer significant deterioration within periods of time far exceeding most retention schedules, Iron Mountain does not regulate the temperature or humidity in Standard Storage space except for a basic level of heating in northern climates.
5.1.2.6 The vendor must provide a records storage area that is climate controlled (maximum temperature of 72 degrees Fahrenheit, and relative humidity between 45 and 60) 24-hours a day, 7 days-per week, 365 days-per-year.	For normal hard-copy business records, Iron Mountain offers standard storage in our record centers. Since paper records will not suffer significant deterioration within periods of time far exceeding most retention schedules, Iron Mountain does not regulate the temperature or humidity in Standard Storage space except for a basic level of heating in northern climates. Iron Mountain does offer climate-controlled storage environments, but typically for data management and tape storage, which requires specific temperature and humidity requirements that are not necessary or specific to maintaining paper or hard copy records.
5.1.2.7 The vendor must limit its flooding risk by storing records in a facility that is located out of the 100-year floodplain.	Iron Mountain's record storage facility located in Charleston, WV is not located in the 100-year floodplain. Our facilities are specifically designed and built to reduce the risk of damage or potential hazard to customer records.
5.1.2.7.1 Vendor should submit the elevation certificate with their bid and must provide the elevation certificate from a land surveyor verifying the facility is out of the 100-year floodplain prior to award.	Iron Mountain has included its elevation certificate as an attachment (see above section 3.3).
5.1.2.9 The Vendor must provide a moisture detection system throughout the records storage area.	For normal hard-copy business records, Iron Mountain offers standard storage in our record centers. Since paper records will not suffer significant deterioration within periods of time far exceeding most retention schedules, Iron Mountain does not regulate the temperature or humidity in Standard Storage space except for a basic level of heating in northern climates.
5.1.3 Records stored at the facility must only be viewed by authorized persons. The vendor must have security controls or policies to allow access only to those persons approved to retrieve/view records for their respective agency. Vendor must provide documentation of such policies and procedures prior to award.	Iron Mountain takes extensive precautions to protect the confidentiality of our customers' records and ensure that unauthorized parties cannot access records. Access to confidential information is governed by a set of procedures, some of which are Iron Mountain's standard operating procedures, and others that may be determined by regulatory agencies or the customer. <ul style="list-style-type: none"> • Levels of password protection deemed appropriate for stored material. • Deliveries are limited to addresses registered in Iron Mountain's computerized customer master file.

Specifications Reference	Clarification
	<ul style="list-style-type: none"> Unauthorized facility access is prevented by electronic security systems monitored by a central station, physical barriers, and administrative controls. Retrievals may be shrink-wrapped or sealed to protect against tampering while en route. Employees are trained and sign an acknowledgment of confidentiality requirements. Iron Mountain maintains the highest level of customer confidentiality in the industry.
5.2.4 Contract Item #4 The vendor must provide storage boxes; Approximate dimensions: 15" L x 12" W x 10" H. (equal to approximately one (1) cubic foot of storage).	Per the clarification provided by the State in the CRFQ Addendum 1, Iron Mountain proposes the current/standard box size of 1.2 cubic feet (currently this is the same box size utilized by the State).
5.2.10 Contract Item #10 The vendor must provide a secure viewing area for authorized agency personnel to view records at no cost at its facility.	Each Iron Mountain district has an on-site viewing area for use by customers. These viewing areas are ideal for audits, legal discovery, special projects, and other records reviews. Customers can make use of copy, fax, and telephone equipment. An Iron Mountain employee is assigned to assist customers using viewing areas. To ensure the protection of all our customers' information, Iron Mountain security protocols for customer access are followed.
7.1 Ordering Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If vendor has the ability to accept on-line orders, it should include in its response a brief description of how agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing agency orders on-line.	Iron Mountain proposes that the State continue to utilize Iron Mountain Connect (IMConnect). Our web-based tool provides our customers with the ability to request records to be returned, as required, either by individual files, units of records, or entire containers of records. To simplify and accelerate the retrieval process, authorized our customer's users will have access to Iron Mountain's convenient, centralized portal, IMConnect, to submit service requests for all records stored in Iron Mountain facilities. Our customers can retrieve records by phone, fax, or email 24/7/365. All record types are retrieved by records center staff and sent to the specified customer's location in accordance with their respective service level agreements. If our customers determine a need for electronic delivery of a file, Iron Mountain can provide retrievals through our Image on Demand service provides a digitized/scanned retrieval solution for paper-based documentation with the secure transfer of the output package to the destination system.

6.0 EXCEPTIONS

EXCEPTIONS TO THE REQUEST FOR QUOTE (the “CRFO”)

No. SWSC2100000008

BY AND BETWEEN

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC (“Iron Mountain”)

and

STATE OF WEST VIRGINIA (“CUSTOMER”)

The contract terms shall be defined by a written agreement that is not binding until fully executed by both parties. In the event Iron Mountain is selected by Customer as the winning bidder to the above- referenced CRFQ, Iron Mountain is requesting the following exceptions to the General Terms and Conditions, including the Exhibit B HIPAA Business Associate Addendum:

Section, Sub Paragraph, Line	Contract Text	Proposed Text
Section 8. Insurance, Sentence 1	The apparent successful Vendor shall furnish proof of insurance identified by a checkmark below and must include the State as additional insured on each policy prior to Contract award.	The apparent successful Vendor shall furnish proof of insurance identified by a checkmark below and must include the State as additional insured on the Commercial General Liability Insurance Policy and Automobile Liability Insurance Policy, to the extent of Vendor’s liability under this Agreement.
Section 8. Insurance, Sentence 3 and 4.	Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued.	In the event of cancellation of Vendor’s insurance policies, Vendor will provide notice to the agency in accordance with the terms of such policy.
Section 8, sentence 6: Commercial General Liability Insurance	Commercial General Liability Insurance in at least the amount of 1,000,000 per occurrence.	Commercial General Liability Insurance in the amount of 1,000,000 per occurrence.
Section 8, sentence 6: Automobile Liability Insurance	Automobile Liability Insurance in at least the amount of 1,000,000 per occurrence.	Automobile Liability Insurance in the amount of 1,000,000 per occurrence.
Section 11, sentence 2	Vendor shall pay liquidated damages in the amount specified below or as described in the	Sentence removed in its entirety.

Section, Sub Paragraph, Line	Contract Text	Proposed Text
	specifications: Liquidated Damages Contained in the Specifications	
Section 27. Assignment	Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.	Neither this Contract nor any monies due, or to become due hereunder, may be assigned (except to an Affiliate of Vendor) by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
Section 30. Privacy Security, and Confidentiality, Sentence 1	The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures and rules.	The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, excluding disclosures to personnel and subcontractors who require such personally identifiable information for the performance of the Services and are bound to substantially similar terms regarding the protection of such information as is set out in this Agreement, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules.
Section 30. Privacy Security, and Confidentiality, Sentence 2	Vendor further agrees to comply with the Confidentiality Policies and Information Security and Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy.html	Vendor further agrees to comply with the HIPAA Business Addendum attached hereto as Exhibit B. *Note to WV, any additional confidentiality and information security agreements will need to be attached to the agreement and negotiated between the parties.
Section 41. Background Check, Sentence 1.	In accordance with W. Va. Code Section 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background	Vendor has drug screening and background investigation policies in effect for its employees in the United States. Vendor will continue to maintain such drug screening and background investigation policies for the term of this Agreement. Background Investigations include, but are not limited to, criminal record searches, employment verifications, government/terrorist watch list, and sanction list searches, education verification (if required for the role), and motor vehicle report reviews for driver candidates. Pre-employment drug screens are conducted on all candidates who have been extended an offer, prior to employment, in accordance with local law. All drug testing, background investigations, and driver checks are conducted by

Section, Sub Paragraph, Line	Contract Text	Proposed Text
	inquiry.	reputable national services and reported to the Vendor corporate office to preserve the integrity of the process and the results. Employment decisions are reviewed on an individualized basis with consideration given to the recency, severity, and relevance of any derogatory information in an employee or applicant's background check.
Exhibit B, Section 3, f, I	Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.524 and consistent with Section 13405 of the HITECH Act.	Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act., subject to any applicable fees as set out in the Pricing Schedule.
Exhibit B, Section 3., f., III., Sentence 1	Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act.	Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act.
Exhibit B, Section 3., f., III., Sentence 3	This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law.	This should include a process that allows for an accounting to be collected and maintained by Associate for at least one year after the termination of the Agreement or longer if required by state law.
Exhibit B, Section 3., g.	Notwithstanding Section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.	Notwithstanding Section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law. *Please note, PHI would likely be included in the Agency's deposits, which Iron Mountain will not retain after the termination of the Agreement.

Section, Sub Paragraph, Line	Contract Text	Proposed Text
Exhibit B, Section 3., g.	The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in Section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.	The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to substantially similar restrictions and conditions to those which apply to the Associate hereunder.
Exhibit B, Section 3., i.	The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR §164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's	The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR §164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for audit of Associate's compliance with the Privacy and Security Rules, upon ten (10) days' notice and no more than once per year. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules.

Section, Sub Paragraph, Line	Contract Text	Proposed Text
	subcontractors, if any.	
Exhibit B, Section 3., k., Sentences 1 and 2.	During the term of this Addendum, the Associate shall notify the Agency, Records Management Program Manager, and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by email or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by email or web form of any suspected Security Incident, Intrusion or Unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data effecting this Agreement.	During the term of this Addendum, the Associate shall notify the Agency, Records Management Program Manager, and, unless otherwise directed by the Agency in writing, the WV Office of Technology promptly by email or web form upon the discovery of any Breach of unsecured PHI or Security Incident, Intrusion or Unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement.
Exhibit B, Section 3., k., Sentence 5.	Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer and Record Management Program Manager, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved In the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.	Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer and Record Management Program Manager, and, unless otherwise directed by the Agency in writing, the Office of Technology of, to the extent known by the Associate: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved In the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.
Exhibit B, Section 3., k., Sentence 6.	Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.	Agency will coordinate with Associate to mutually determine additional and reasonable actions that will be required for mitigation of the Breach.

Section, Sub Paragraph, Line	Contract Text	Proposed Text
Exhibit B, Section 3., k., Sentence 7.	All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.	Associate shall reimburse Agency for the direct, verifiable third-party costs incurred by Agency in (a) preparation and mailing of notices to such individuals to whom such notification is required by statute or regulation and (b) the provision of credit monitoring services to such individuals as required by statute or regulation, for a period not exceeding twelve (12) months, provided that Agency gives Associate reasonable prior written notice of its intent to deliver such notice and services.
Exhibit B, Section 3., k., Sentence 8.	If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in Section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.	All subcontracts relating to the Agreement will contain substantially similar notification requirements as contained herein.
Exhibit B, Section 3., l.	The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.	This subsection l is removed in its entirety.

Section, Sub Paragraph, Line	Contract Text	Proposed Text
Exhibit B, Section 4., b.	Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.	Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI, subject to any applicable fees set out in the Pricing Schedule or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents of Associate. The duty of the Associate and its agents to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.
Exhibit B, Section 4., d. Sentence 3	Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.	Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH, as permitted by law, and shall be responsible for any and all costs associated with prosecution.
Exhibit B, Section 4., e.	The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.	The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement so long as Associate continues to hold PHI.
Specifications, Section 9.2	<p>9.2 The following remedies shall be available to agency upon default.</p> <p>9.2.1 Immediate cancellation of the Contract.</p> <p>9.2.2 Immediate cancellation of one or more release orders issued under this Contract.</p> <p>9.2.3 The following remedies are available for damages associated with a breach of protected information:</p> <p>9.2.3.1 If the breach is related to a direct result of the vendor's failure to meet its contract obligation to protect personally identifiable information</p>	<p>9.2 The following remedies shall be available to agency upon material default.</p> <p>9.2.1 Cancellation of the Contract; provided however, the defaulting party shall have thirty (30) days to cure any material default upon notice from the non-defaulting party.</p> <p>9.2.2 Cancellation of one or more release orders issued under this Contract; provided however, the defaulting party shall have thirty (30) days to cure any material default upon notice from the non-defaulting party.</p> <p>9.2.3 In the event of any unauthorized access to and acquisition of Personal Data by a third party while in the possession of Vendor under this Contract, which materially compromised the</p>

Section, Sub Paragraph, Line	Contract Text	Proposed Text
	<p>(PII) or otherwise prevent its release, the vendor shall bear the costs associated with (a) the investigation and resolution of the breach; (b) notifications to individuals, regulators or others required by state or federal law; (c) a credit monitoring service (d) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the PII breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (e) complete all corrective actions as reasonably determined by the vendor based on root cause.</p> <p>9.2.3.2 Any fines or penalties levied against the State by a regulatory body.</p>	<p>security, confidentiality or integrity of such Personal Data (“Data Security Breach”), Vendor shall reimburse Agency for the direct, verifiable third-party costs incurred by Agency in (a) preparation and mailing of notices to such individuals to whom such notification is required by statute or regulation and (b) the provision of credit monitoring services to such individuals as required by statute or regulation, for a period not exceeding twelve (12) months, provided that Agency gives Vendor reasonable prior written notice of its intent to deliver such notice and services. This Section 9.2.3 shall apply to Data and/or Deposits scanned by Vendor during the Term of this Agreement in connection with its performance of storage, retrieval or other Services. In no event shall Vendor’s liability under this Section 9.2.3 exceed, with respect to any single Data Security Breach, the total amount of \$125,000. Vendor will not be required to reimburse Agency for Data Security Breach notification obligations with respect to incidents involving Personal Data that are required by statute or regulation to be encrypted. This Section 9.2.3 sets forth Vendor’s sole liability and Agency’s exclusive remedy for any and all claims, losses, costs, damages or expenses arising directly or indirectly out of or in connection with any Data Security Breach; all other remedies otherwise available at law or in equity are hereby expressly and irrevocably waived by Vendor.</p>

The Customer will assume agreement on all other terms unless otherwise noted by Iron Mountain.

7.0 ADDENDA AND REQUIRED FORMS

Please find attached immediately following this page Iron Mountain's signed Addendum Acknowledgement Form and the following required forms:

- West Virginia CRFQ Form
- West Virginia Ethics Disclosure Form
- State of West Virginia Purchasing Affidavit
- General Terms and Conditions Certification and Signature

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2100000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Iron Mountain Information Management, LLC

Company



Authorized Signature

December 1, 2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Misc

Proc Folder: 801826

Doc Description: Statewide Contract for Records Management - (RECMGT21)

Reason for Modification:

Addendum_1

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2020-11-10	2020-12-01 13:30	CRFQ 0212 SWC2100000008	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Iron Mountain Information Management, LLC

Address : One Federal Street

Street :

City : Boston

State : MA

Country : USA

Zip : 02110

Principal Contact : Sheila A. Poggi

Vendor Contact Phone: 703-889-6151

Extension:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Vendor
Signature X

Gregory
Swennumson

Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron
Mountain Information Management, LLC,
ou=Director, Federal Contracts Management,
email=gregory.swennumson@ironmountain.c
om, c=US
Date: 2020.11.30 15:25:08 -0500

FEIN# 23-2588479

DATE December 1, 2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

ADDENDUM_1: Is issued for the following:

1. To extend the bid opening date from 11/19/2020 to 12/01/2020 at 1:30pm EST.
2. To extend the Technical Questioning period to 11/16/2020.
3. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.
4. To publish revised Specifications (revised 11/10/2020).
5. To Publish the revised Exhibit_A Pricing Page (revised 11/10/2020).

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a Statewide Open-End contract for Records Management and Storage Services per the attached documents.

This solicitation is intended to replace the current Statewide Contract for Records Management (RECMGT) expiring 11/30/2020. The RECMGT contract can be viewed on the Purchasing Division's Statewide Contracts page at: <http://www.state.wv.us/admin/purchase/swc/RECMGT.htm>

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Document Storage Services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description:

Document Storage Services:

Note: Vendor shall use Exhibit_A Pricing Page (Revised 11-10-2020) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A Pricing Page and must attach with bid.

See section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EST	2020-11-10
2	Technical Questions due by 10:00am EST	2020-11-16



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Misc

Proc Folder: 801826

Doc Description: Statewide Contract for Records Management - (RECMGT21)

Reason for Modification:

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2020-11-04	2020-11-19 13:30	CRFQ 0212 SWC2100000008	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Iron Mountain Information Management, LLC

Address :

Street : One Federal Street

City : Boston

State : MA

Country : USA

Zip : 02110

Principal Contact : Sheila A. Poggi

Vendor Contact Phone: 703-889-6151

Extension:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

**Vendor
Signature X**

Gregory
Swennumson

Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron
Mountain Information Management, LLC,
ou=Director, Federal Contracts Management,
email=gregory.swennumson@ironmountain.c
om, c=US
Date: 2020.11.30 15:22:53 -05'00'

FEIN# 23-2588479

DATE December 1, 2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a Statewide Open-End contract for Records Management and Storage Services per the attached documents.

This solicitation is intended to replace the current Statewide Contract for Records Management (RECMGT) expiring 11/30/2020. The RECMGT contract can be viewed on the Purchasing Division's Statewide Contracts page at:
<http://www.state.wv.us/admin/purchase/swc/RECMGT.htm>

Note: Please refer to Specification Section 5.2.1 Storage, for additional information.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City US	No City US
WV 99999	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Document Storage Services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description:

Document Storage Services:

Note: Vendor shall use Exhibit_A Pricing Page for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A Pricing Page and must attach with bid.

See section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2020-11-10

	Document Phase	Document Description	Page 3
SWC2100000008	Final	Statewide Contract for Records Management - (RECMGT21)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised June 8, 2018

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Iron Mountain Information Management, LLC Address: One Federal Street, Boston, MA 02110

Name of Authorized Agent: Sheila Poggi Address: 1821 Michael Faraday Dr., Suite 100, Reston, VA 20190

Contract Number: CRFQ SWC21*08 Contract Description: RECORDS MANAGEMENT

Governmental agency awarding contract: WV Purchasing Division

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☒ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: 

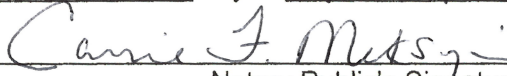
Date Signed: November 23, 2020

Notary Verification

State of Connecticut, County of Hartford:

I, Carrie F. Matsymin, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 23rd day of November, 2020


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: Purchasing Division

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Iron Mountain Information Management, LLC

Authorized Signature:  Date: November 23, 2020

State of Connecticut

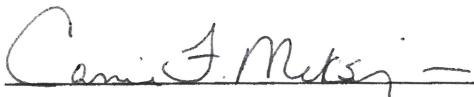
County of Hartford, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of November, 2020.

My Commission expires June 30, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC




Purchasing Affidavit (Revised 01/19/2018)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sheila A. Poggi, Manager, Public Sector Contracts & Compliance
(Name, Title)
Sheila A. Poggi, Manager, Public Sector Contracts & Compliance
(Printed Name and Title)
1821Michael Faraday Drive, Suite 100, Reston, VA 20190
(Address)
703-889-6151
(Phone Number) / (Fax Number)
imgs-sledcontracts@ironmountain.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Iron Mountain Information Management, LLC.
(Company)
 Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron Mountain Information
Management, LLC, ou=Director, Federal Contracts Management,
email=gregory.swennumson@ironmountain.com, c=US
Date: 2020.11.30 15:30:08 -05'00'
Gregory Swennumson
(Authorized Signature) (Representative Name, Title)

Gregory Swennumson, Director, Public Sector Contracts Management
(Printed Name and Title of Authorized Representative)

11-30-2020
(Date)
703-728-6741
(Phone Number) (Fax Number)

(RECMGT21)

Records Management - Offsite Storage and Document Destruction

Commodity Line Number	Description	Unit of Measure	Estimated Quantity Per Month	Unit Price	Annual Price Total
TRANSFER AND STORAGE:					
5.2.1.1 Contract Item #1	Transferring Existing Records to New Storage Facility	Per Cubic Foot	195,000	No Charge Allowed	\$0.00
5.2.2.1 Contract Item #2	Indexing Existing Records at time of Transfer from existing Storage Facility	Per Box	195,000	No Charge Allowed	\$0.00
5.2.3.1 Contract Item #3	Records Storage Fee	Per Cubic Foot	195,000	\$ 0.22	\$ 503,100.00
SUPPLIES:					
5.2.4.1 Contract Item #4	Storage Boxes (Aproximate Demensions 15"L x 12"W x 10"H)	Per Box	200	\$ 1.89	\$ 4,536.00
PICK UP NEW RECORDS:					
5.2.5.1 Contract Item #5	New Records Pick Up (within 5 business days of request)	Per Box	200	\$ -	\$ -
5.2.6.1 Contract Item #6	Indexing/Induction of New Records	Per Box	200	\$ -	\$ -
RETRIEVAL/DELIVERY RECORDS ALREADY STORED/INDEXED:					
5.2.7.1 Contract Item #7	Retrieval/Delivery of Stored Paper Records [Five (5) Business Day of Written Request]	Per Box	400	\$ 1.84	\$ 8,832.00
5.2.8.1 Contract Item #8	Emergency Retrieval/Delivery Stored of Paper Records [Three (3) Calendar Days of Written Request]	Per Box	10	\$ 9.79	\$ 1,174.80
5.2.9.1 Contract Item #9	Pickup from agency and Return to Storage of Paper Recods [Five (5) Business Days of Written Request]	Per Box	150	\$ -	\$ -
SECURE VIEWING AREA:					
5.2.10 Contract Item #10	Secure Area at Vendor's Facility for Records Viewing	Each (Per Visit)	10	No Charge Allowed	\$0.00
5.2.10.1 Contract Item #11	Retrieval Fee for Viewing in Secure Area	Per Box	10	\$ 1.84	\$ 220.80
5.2.10.2 Contract Item #12	Return Fee for Viewing in Secure Area	Per Box	10	\$ 1.84	\$ 220.80
DESTRUCTION:					
5.2.11.4 Contract Item #13	Destruction of Paper Records	Per Box	10	\$ 3.06	\$ 367.20
5.2.12.4 Contract Item #14	Destruction of Microfilm	Per Box	5	\$ 20.00	\$ 1,200.00

Annual Total Cost

\$ 519,651.60

Please type or print legibly

Vendor: Iron Mountain Information Management, LLC

Vendor Representative: Tom Burt

Phone Number: (610) 731-7944

Email: Tom.Burt@ironmountain.com