



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 251142

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID: 000000126525

SO Doc ID: SWC1700000006

Legal Name: IRON MOUNTAIN INFORMATION MGMT

Published Date: 10/20/16

Alias/DBA:

Close Date: 10/25/16

Total Bid: \$64,992.50

Close Time: 13:30

Response Date: 10/24/2016

Status: Closed

Response Time: 13:26

Solicitation Description: Addendum #2 Records Management and Off-Site

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 251142

Solicitation Description : Addendum #2 Records Management and Off-Site Storage Services

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-10-25 13:30:00	SR 0212 ESR10241600000001819	1

VENDOR
000000126525 IRON MOUNTAIN INFORMATION MGMT

Solicitation Number: CRFQ 0212 SWC1700000006

Total Bid : \$64,992.50 **Response Date:** 2016-10-24 **Response Time:** 13:26:38

Comments: Iron Mountain is not offering early payment discounts for this RFQ. We have waived fees for the following services for the State: transportation fuel surcharges, transportation charges, order and storage minimum charges, administration fees, and reboxing fees.

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature on File	FEIN #	DATE
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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
1	Contract Item 1: Transfer Existing Records to New Facility	230000.00000	CF	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description :	5.2.1 Contract Item #1: The Vendor must transfer existing records to the new storage facility within 90 days of award. 5.2.1.1 Vendor to provide cost Per Cubic Foot.
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Comments: Incumbent, so won't need to move boxes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Contract Item 2: Indexing Existing Records	230000.00000	CF	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description :	5.2.2 Contract Item #2: The Vendor must index existing records. 5.2.2.1 Vendor to provide cost Per Cubic Foot.
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Comments: Incumbent, so won't need to index boxes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Contract Item 3: Monthly Storage Fee	230000.00000	CF	\$0.265000	\$60,950.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description :	5.2.3 Contract Item #3: The Vendor must accommodate storage of a minimum of 230,000 cubic feet for the State's records currently housed with the ability to expand. 5.2.3.1 Vendor to provide monthly cost Per Cubic Foot.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Contract Item 4: Storage Boxes	1000.00000	BOX	\$1.890000	\$1,890.00

Comm Code	Manufacturer	Specification	Model #
44111515			

Extended Description :	5.2.4 Contract Item #4: The Vendor must provide storage boxes; Dimensions: 10"W x 12"L x 15"H. 5.2.4.1 Vendor to provide cost Per Box.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Contract Item 5: Records Pick Up	500.00000	BOX	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description : 5.2.5 Contract Item #5: The Vendor must pick up the records within a maximum of five (5) business days after written notification by the Agency.
5.2.5.1 Vendor to provide cost Per Box.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Contract Item 6: Indexing New Records	500.00000	BOX	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description : 5.2.6 Contract Item #6: The Vendor must index all new records.
5.2.6.1 Vendor to provide cost Per Box.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Contract Item 7: Retrieval of Paper Records, digitized	100.00000	PAGE	\$0.280000	\$28.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description : 5.2.7 Contract Item #7: Vendor must retrieve any paper records in storage and provide a digitalized version of said record when requested by any Agency within a maximum of three (3) business days. The request must be completed during normal business hours.
5.2.7.1 Vendor to provide cost Per Page.

Comments: Plus retrieval fee of \$1.84 per box

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Contract Item 8: Emergency Retrieval Paper Records digitized	50.00000	PAGE	\$0.400000	\$20.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description : 5.2.8 Contract Item #8: The Vendor must retrieve any paper records in storage and provide a digitalized version of said record when requested by an Agency sending a written Emergency notification within a maximum of one (1) business day.
5.2.8.1 Vendor to provide cost Per Page.

Comments: Plus retrieval fee of \$9.79 per box

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Contract Item 9: Retrieval of Records	100.00000	BOX	\$1.840000	\$184.00

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description : 5.2.9 Contract Item #9: The Vendor must retrieve any records in storage and hand deliver it to the authorized Agency personnel within three (3) business days of written notification. Records must be delivered during normal business hours. Records containing confidential information must be signed for by authorized personnel.
5.2.9.1 Vendor to provide cost Per Box.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Contract Item 10: Emergency Retrieval of Records	50.00000	BOX	\$9.790000	\$489.50

Comm Code	Manufacturer	Specification	Model #
78131804			

Extended Description : 5.2.10 Contract Item #10: The Vendor must retrieve any records in storage and deliver it to requesting Agency within one (1) business day if it is identified by the agency as an Emergency. Records containing confidential information must be signed for by authorized personnel.
5.2.10.1 Vendor to provide cost Per Box.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Contract Item 11: Destruction of Paper Records	100.00000	BOX	\$3.060000	\$306.00

Comm Code	Manufacturer	Specification	Model #
80161508			

Extended Description : 5.2.11 Contract Item #11: The Vendor must provide destruction of specified paper records at the authorized Agency representative's written request. Records must be destroyed by a crosscut shredder for paper records.
5.2.11.1 Vendor to provide cost Per Box.

Comments: Plus retrieval cost of \$1.84 per box. Will be destroyed within 30 days of receiving the State's final approval of records to be destroyed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Contract Item 12: Destruction of Microfilm	50.00000	BOX	\$22.500000	\$1,125.00

Comm Code	Manufacturer	Specification	Model #
80161508			

Extended Description : 5.2.12 Contract Item #12: The Vendor must provide destruction of Microfilm at the authorized Agency representatives request. Microfilm must be incinerated or shredded at a minimum of 1/35" strip or smaller.
5.2.12.1 Vendor to provide cost Per Box

Comments: Plus retrieval cost of \$1.84 per box. Will be destroyed within 30 days of receiving the State's final approval of records to be destroyed.

October 25, 2016

Stephanie L Gale
Senior Buyer

State of West Virginia
2019 Washington Street East
Charleston, WV 25305-0130

Dear Stephanie:

It's been a pleasure speaking with you about your records and information management program. Based on your input, this proposal provides recommended solutions to successfully address your program goals and deliver business value.

You can be confident that Iron Mountain has the expertise, resources, and experience State of West Virginia needs. You will work with a partner who has been helping companies and your organization with similar needs accelerate adoption and achievement of their records and information management goals for over 65 years. We look forward to continuing to do the same for State of West Virginia, too.

With Iron Mountain, you get a focus on your customer experience and access to proven practices and new thinking from an industry leader. You will be able to drive policy adoption, provide information to people, and gain consistent records and information management performance across your business.

On behalf of the entire Iron Mountain team, we look forward to a continued partnership with you. Please note that this proposal is effective for 90 days from October 25, 2016. If you have any questions about our RFQ, you may contact me by phone at (724) 679-0672 or through email at Heather.Sweesy@ironmountain.com.

Sincerely,

Heather Sweesy

Heather Sweesy
Business Development Executive
heather.sweesy@ironmountain.com



Proposal For

State of West Virginia

Re: Records Management and Off-Site Storage Services

Bid No.: CRFO 0212 SWC170000006

October 25, 2016



Iron Mountain Contact

Heather Sweesy, Business Development Executive
1201 Freedom Road
Cranberry Township, PA 16066
(724) 679-0672
Heather.Sweesy@ironmountain.com



One Federal Street, Boston, MA 02110 USA ironmountain.com

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Confidentiality

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

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Executive Summary

Iron Mountain is pleased to submit this proposal to the State of West Virginia for records management services. We value our current relationship with the State of West Virginia and are committed to continuing to deliver superior service. We have enjoyed our partnership and aspire to continue as your chosen partner for all of your information management needs. The local West Virginia staff has the expertise and long standing relationship of servicing the state's record program for years and understands the needs of the departments.

Iron Mountain has developed a unique approach to helping our clients meet the challenges and complexities of Records and Information Management (RIM) from a 360 degree perspective. RIM 360° enables unified records management for the enterprise, allowing you to apply consistent practices to both physical and electronic records, building and auditing policies and enforcing retention guidelines. With RIM 360° you can find solutions that drive policy to adoption, provide information to people, unify your electronic and physical records, and build consistency across workflows, locations and departments. Your operations become more efficient, your program becomes more defensible, and your total program costs are lower.

Iron Mountain's Records and Information Management solution is the prudent choice for the State of West Virginia for the following reasons:

Security and Chain of Custody

Companies entrust Iron Mountain to properly manage and secure their business records. It is vital, not only to our organization, but to those businesses that hand over their private records to us, that we maintain the highest level of ethical and security standards, derived from industry best practices. The continued success of Iron Mountain requires the commitment of all employees to the maintenance of appropriate standards of information security. Iron Mountain adheres to industry standard best practices in the management of all infrastructure hardware and software components, including daily operations, disaster recovery preparedness and business continuity. Our program is built upon the ISO27002 standard for the management of information security. Iron Mountain has unmatched resources to respond to your needs including more than 20,000 employees, a fleet of 3,600 plus vehicles, and 13500 facilities/offices worldwide. Furthermore, we invest heavily in the security and protection of our customer's information. In 2015, we invested more than \$290 million in capital outlay for real estate, information technology, storage systems and other assets to support our core business and ongoing operations. It is this commitment that instills confidence in our customers to become and remain long term partners.

Vehicle Security

Iron Mountain's patented vehicle security system is supplied by Babaco Alarm, Inc. of Moonachie, NJ, a specialist in high security and customized vehicle security applications.

The objective is to focus protection around the cargo area, with features included in the base structure that mitigate cargo or vehicle theft.



The patented Version 3.1 upgrade to the Babaco foundation system is available exclusively to Iron Mountain in the records management industry.

InControl

Iron Mountain combines patented security, real-time chain-of custody tracking, and standard operating procedures that deliver a higher standard of information protection specifically around the physical transportation of information.

- **Industry Leading Vehicle Security** — Patented locks, RFID-enabled proximity alarms, compartmentalized cargo areas, and intrusion suppression interlocks eliminating virtually every threat while your information is in transit.
- **Wireless Scanning** — Through the use of wireless scanning technology, we deliver complete chain-of-custody and real-time tracking of the assets entrusted to Iron Mountain. Customer material is scanned at the point of pickup and scanned again at courier arrival to the Iron Mountain facility to verify transportation accuracy.
- **e-Sign Delivery Confirmation** — Improve accountability and keep a delivery audit trail with email confirmation and electronic signatures.

Facility Security

Iron Mountain is committed to continuing the State of West Virginia's records program and has purchased a new storage facility within the city of Charleston so we can continue to provide a secure and convenient facility to protect and service the State of West Virginia's records.

Iron Mountain uses both electronic access controls and personal recognition as methodologies for controlling access to its facilities, and the majority of our larger operations are equipped with access card technology. We require that all facilities maintain a system of positive employee and visitor identification and logging, whether electronic or manual. All personnel are required to wear identification badges while on Iron Mountain premises. Badges are color coded to indicate access authorization levels. Unescorted access to our record centers is prohibited for all but Iron Mountain employees. All of our facilities are equipped with intrusion detection systems that are monitored by a central station for after-hours control. Alarm technology may include passive infrared motion detectors, dual technology glass break detection, photo-beam detectors, sound-activated microphones and magnetic door contacts. Alarm systems are designed to accommodate specific site requirements.

Fire Protection & Suppression

Our company has been actively involved within the industry association PRISM to help set standards for fire protection and life safety. Iron Mountain participates and assists in directing the PRISM subcommittee charged with establishing standards in this area. Iron Mountain is also a member of the National Fire Protection Association's (NFPA) Technical Committee, which works with fire marshals and others in the establishment of applicable fire safety codes and procedures.

Iron Mountain's facilities (records centers, data vaults, and shred plants) are designed and constructed in accordance with all applicable local and national codes.

Specifically, facilities meet all requirements of the local Authorities Having Jurisdiction (AHJ) and National Fire Protection Association (NFPA) standards 13, 25 and 72 at the time the facility was built.

Iron Mountain monitors and routinely tests all detection, suppression and alarm systems. Iron Mountain is in compliance with all other relevant NFPA standards, as interpreted by the local AHJ at the time the facility was built, including 10 and 101, as required.

Iron Mountain's specifications for new buildings include:

- Use of smoke and/or heat detection systems designed in accordance with NFPA72, "Standards for Fire Alarm System," and NFPA 101, "System Smoke Detection," and NFPA 13, "Standard for the Installation of Sprinkler Systems to provide an early warning during the incipient stage of fire development
- Fire Suppression systems include in-rack or in-aisle and ceiling sprinklers where required
- All detection, suppression and alarm systems are monitored around the clock and are routinely tested

Iron Mountain Connect

The Iron Mountain Connect system facilitates multi-site records management programs, enabling centralized audit and management oversight while allowing individual sites, departments and authorized user's efficient access to records program information. The system helps your employees quickly and easily locate cartons or files, and manage inventory using its customized search engine. Basic searches are by keyword; advanced searches can filter by organization, record type, status, dates and descriptions. Employees can even search across the entire organization's records to get an enterprise-wide view of all relevant records and transactions. Because the search is fast and effective, it is more than just a transactional tool, it's a powerful research tool that enhances the value of archived information.

Reports are available to monitor and measure:

- Participation and usage
- Inventory health and consistency
- Retention management process
- Records management costs

Retrieving records is as simple as a click of the mouse with the Iron Mountain Connect system. Once you have selected the cartons or files to be retrieved, Iron Mountain Connect sends the request directly to the records storage location. Retrieval labels are automatically generated, and records are sent to you in accordance with your respective service level agreement. Iron Mountain automates the retrieval process by allowing users to specify items requested for retrieval by:

- Entering carton barcodes or internal reference numbers if the customer knows which cartons are needed
- Selecting the retrieval option after you have located a record through the user-friendly search engine

Financial Strength

Iron Mountain combines the responsiveness of a local service provider with the unmatched resources of the world's largest information management company.

Our commitments to security, contingency planning, and the development of cost-effective solutions, together with our national service capabilities, have made us the clear industry leader. Organizations in every major industry and of all sizes—including more than 94% of the Fortune 1000—rely on Iron Mountain to store and manage their information.

This proposal shows our unmatched value to the State of West Virginia by addressing your information management needs along with having a consistent workflow and a secure chain of custody throughout the following areas: transportation, inbound, storage, retrieval, data delivery and secure shredding.

By continuing to partner with Iron Mountain, you'll benefit from a single-vendor approach and customized solutions that accelerate your business processes, improve decision making organization-wide, and make compliance more achievable. Not only will your organization have a single vendor that will provide all vital services, you can rest comfortably knowing that your information is entrusted to the leader in the industry. The remainder of our response will cover the details related to our solution. Thank you for the opportunity to present the following information and we look forward to our continued discussions.

Signed RFQ Cover Page

Please see completed page below.



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

State of West Virginia
 Request for Quotation
 33 — Service - Misc

Proc Folder: 251142

Doc Description: Addendum #2 Records Management and Off-Site Storage Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-20	2016-10-25 13:30:00	CRFQ 0212 SWC1700000006	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: Iron Mountain Incorporated
 1537 Hansford Street
 Charlestown, WV 25311
 Primary Contact Telephone: (724) 679-0672

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X

FEIN # 23-2588479

DATE October 25, 2016

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

Dale R. Lawing, Iron Mountain SVP & GM, North Central Region

Forms (Addendum Acknowledgement, Purchasing Affidavit, and Designated Contact)

Please see our completed forms on the pages below.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC1700000006

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:

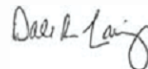
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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

Dale R. Lawing, SVP & GM, North Central Region

October 25, 2016

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: Dale R. Lawing Date: October 14, 2016
Dale R. Lawing, SVP & GM, North Central Region

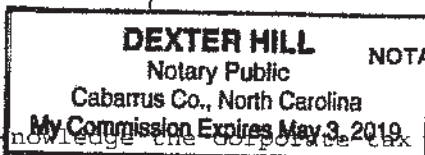
State of NORTH CAROLINA

County of MECKLENBURG, to-wit:

Taken, subscribed, and sworn to before me this 14 day of October, 2016

My Commission expires MAY 3, 2019

AFFIX SEAL HERE



NOTARY PUBLIC

Dexter Hill

Purchasing Affidavit (Revised 07/01/2012)

*To the best of its knowledge the corporate tax department believes that Iron Mountain and its subsidiaries have paid all taxes due, withholding or otherwise, in the State of West Virginia, and that it is not party to any action by any taxing jurisdiction or authority to collect overdue or back taxes.

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.

Iron Mountain

(Name, Title)

Heather Sweesy, Business Development Executive

(Printed Name and Title)

1201 Freedom Road, Cranberry Township, PA 16066

(Address)

(724) 679-0672 None

(Phone Number) / (Fax Number)

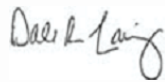
heather.sweesy@ironmountain.com

(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)



(Authorized Signature) (Representative Name, Title)

Dale R. Lawing, SVP & GM, North Central Region

(Printed Name and Title of Authorized Representative)

October 25, 2016

(Date)

(724) 679-0672 (for primary RFQ Contact)

(Phone Number) (Fax Number)

General Requirements

4. *QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:*

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 BAA (copy included with solicitation) will be required prior to award.*

Iron Mountain meets these requirements.

As a valued Business Associate to numerous HIPAA Covered Entities, Iron Mountain has long provided them with HIPAA Privacy and Security Rule compliant services, and fully expects to continue to do so as the HITECH Act changes to HIPAA come into effect over the next several years. We will also sign the State of West Virginia's BAA if awarded the RFQ business.

Current HIPAA Privacy and Security Compliance Program

Iron Mountain has long maintained a HIPAA compliance program to appropriately protect the privacy and security of individually identifiable health information in our possession. This program incorporates the physical, organizational, and technical security controls required of business associates by our customer contracts and the Security Rule. Iron Mountain's security program is comprehensive and includes dedicated security resources, mandatory safety and security policies, regular audits, and effective employee training and management oversight.

Our facilities meet privacy regulation requirements and include physical access controls, intrusion detection systems and advanced fire suppression controls. We strictly enforce processes governing access to our buildings, and maintain a highly secure chain of custody for all information under our care.

In addition, to address the requirements of our customer contracts and the Privacy Rule, we carefully control and monitor all uses and disclosures of the protected health information (PHI) in our possession, and restrict access to that information to those necessary to deliver our services. These restrictions are reinforced through our policies, procedures, and training.

While Iron Mountain will work with each individual customer to determine their service levels, in general you may expect Iron Mountain's HIPAA-compliant services to follow these guidelines:

- Iron Mountain only uses and discloses customer PHI for the purpose of delivering its services.
- We physically restrict access to customer PHI during transit, storage, and disposal.
- Digitally stored patient information receives the additional benefit of strong technical controls over access.
- Iron Mountain maintains a regular dialogue with our customers regarding the privacy and security of their protected health information.

A Sampling of our HIPAA Compliance Measures

In response to recently changed regulations, Iron Mountain undertook and completed an extensive compliance assessment of each of our service lines regarding HIPAA's Privacy and Security Rule requirements. We also performed an enterprise-wide risk management analysis and have used this data to drive additional investments in our business operations.

These measures resulted in a number of new operating procedures as part of our HIPAA enforcement, including:

- HIPAA-compliant Business Associate Agreements with all of our third-party vendors who handle PHI
- Redesigned methods and procedures to reduce risk
- Documented procedures and workflows posted throughout our facilities
- Updated HIPAA training for all Iron Mountain employees and specific job functions that handle PHI to deliver our services

In addition, as new rules and guidelines are issued under the HITECH Act's requirements, and new provisions come into effect, Iron Mountain is committed to taking whatever steps are necessary to be in compliance with these requirements.

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.

Iron Mountain meets these requirements.

Iron Mountain has a very robust security program related to our business offerings and is also certified in the PCI DSS (Payment Card Industry Data Security Standard) and has a SOC 2 (Service Organization Control) certification. Please refer to our PCI Attestation of Compliance in the Appendix at the end of the proposal.

The SOC 2 is a comprehensive report that lists the results of an audit by Ernst & Young, our independent Big 4 accounting firm, over our Records Management, Data Management, and Shred Services system relevant to Security, Confidentiality, and Availability. This audit is conducted based on the criteria set forth by the AICPA (American Institute of Certified Public Accountants) guide Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy. The audit lists all the details of operations from entity level controls to specific operations in the facility (e.g. scanning) and provides a significant level of assurance over operations. Please let us know if you would like a copy of this report, and we can provide it upon request and once a proper Non-Disclosure Agreement/Confidentiality agreement is in place.

4.3 Vendor must follow industry standard on storage procedure guidelines established by the Association of Records Managers and Administrators (ARMA). ARMA has published guidelines for records management- ANSI/ARMA8-2005 Retention Management for Records and Information.

Iron Mountain meets this requirement. We subscribe to and support the policies of ARMA International.

The ANSI/ARMA8-2005 standard covers general principles in structuring an information retention and disposition program, including authority and responsibility, identifying and classifying records for retention purposes, and principles for determining retention periods. Iron Mountain's customers determine and develop their own records retention and disposition programs, and we can assist them with such programs as requested.

4.4 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.

Iron Mountain meets this requirement.

Iron Mountain's pre-employment hiring procedures in the United States 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.

Iron Mountain can provide the relevant documentation about our Background Investigations policy from our corporate Security Assurance Reference Guide, upon request.

5. GENERAL REQUIREMENTS:

5.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

Facility Requirements:

5.1.1 The Vendor must provide a facility that will protect all records from disaster as defined in West Virginia State Code SA-8-3.

Iron Mountain meets this requirement.

Iron Mountain has a disaster recovery and business continuity plan to protect its records management facilities and its computer networks.

Iron Mountain dedicates considerable resources to ensure that our facilities are appropriate, safe and secure. Our corporate Real Estate and Facilities Engineering department includes a fully staffed engineering group led at the director level. All Iron Mountain record centers comply with standards established by this corporate function and with all appropriate building, fire and safety, electrical, mechanical and other regulatory codes.

Before an Iron Mountain record center opens for storage deposits, we conduct a comprehensive quality control audit, including all relevant regulatory inspections and permits, as well as an internal audit of record center requirements. Most of the buildings coming on line are built-to-suit, and are constructed to the standards noted above. All Iron Mountain record centers meet or exceed National Fire Protection Association codes and PRISM (Professional Records & Information Services Management) standards for commercial record centers.

Our Principles of Global Facility Protection mandate some of the industry's most advanced systems to safeguard your information both inside and outside our buildings, including:

- Intrusion detection and alarm systems
- Alarm systems are tied to a local security company for monitoring and quick response
- Physical access control systems
- Fire detection systems
- Fire suppression systems include in-rack or in-aisle sprinkler systems, and ceiling sprinklers where required
- Central monitoring of protection systems

Adherence to NFPA applicable state and local codes is a prerequisite when we open a record center and when we inspect each new section of a storage system. Iron Mountain's Corporate Facilities Engineering department prepares full site drawings in conjunction with the storage system supplier and Global Fire Protection Consulting (Fire Protection Engineers and consultants). All drawings are submitted to local officials when permits are required.

We also look to only move into buildings that are not near flood plains or earthquake zones for safety reasons.

5.1.1.1 The Vendor must absorb cost related to recovery or restoration of damaged records in the care of the Vendor.

Iron Mountain's liability for damage and lost records will be documented in the contract between Iron Mountain and the State of West Virginia. Please see our Legal response on page 24 below.

5.1.2 The Vendor must provide a facility for existing and new records within the State of West Virginia.

Iron Mountain meets this requirement.

We have existing storage facilities in Charleston as well as a new facility we are currently moving into, also in Charleston.

5.1.3 The Vendor must provide a facility that meets the following requirements for archival storage of records.

5.1.3.1 The Vendor must provide a storage area to accommodate a minimum of 230,000 cubic feet for the State's records and must have the capacity to expand with the State as our storage requirements increase.

Iron Mountain meets this requirement. We have sufficient capacity in the State of West Virginia to store a minimum of 230,000 cubic feet of the State's records and can meet their records' expansion needs.

5.1.3.2 The Vendor must provide a facility that meets local building codes. Documentation from an applicable municipal or county office must be submitted prior to award.

5.1.3.2.1 Documentation must be in the form of a memo or letter with an official seal stamped from the applicable municipal or county office.

Iron Mountain meets these requirements. We can provide the relevant documentation upon award upon request.

5.1.3.3 *The Vendor's storage facility must provide the following security measures.*

5.1.3.3.1 *Facility must have security locks at each exterior entrance.*

5.1.3.3.2 *Facility must have a 24 hour 7 days a week 365 days a year monitored anti intrusion alarm system to protect against unauthorized entry.*

5.1.3.3.3 *Facility must have control procedures in place to ensure access security and must enforce said access policies and procedures. Vendor must provide documentation of such policies and procedures which ensure that only allow authorized individuals can access records. Documentation must be provided prior to award. Facility must enforce controls on access to records storage areas.*

Iron Mountain meets these requirements.

All of our facility entrances at the record center where we store the State of West Virginia's records are locked and require keys or swipe cards to gain entry.

Iron Mountain uses both electronic access controls and personal recognition as methodologies for controlling access to its facilities, and the majority of our larger operations are equipped with access card technology. We require that all facilities maintain a system of positive employee and visitor identification and logging, whether electronic or manual. All personnel are required to wear identification badges while on Iron Mountain premises. Badges are color-coded to indicate access authorization levels. Unescorted access to our record centers is prohibited for all but Iron Mountain employees.

Additionally, all of our facilities are equipped with intrusion detection systems that are monitored by a central station for after-hours control. Alarm technology may include passive infrared motion detectors, dual technology glass break detection, photo-beam detectors, sound- activated microphones and magnetic door contacts. Alarm systems are designed to accommodate specific site requirements. Finally, Iron Mountain uses education and awareness-training tools to ensure that all employees are aware of the criticality of controlling access to our buildings.

We can provide documentation about our access control and physical security controls at our facilities upon request.

5.1.3.4 *The storage room 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.*

Iron Mountain meets this requirement with our climate controlled vault located at our current facility. We also have plans to build another climate control vault as we are relocating to the other facility within the Charleston, West Virginia facility.

5.1.3.5 *The Vendor must provide smoke detection. Smoke detection systems must meet the requirements of NFPA 72, National Fire Alarm Code, and must be maintained in accordance with NFPA 72, Part H.*

Adherence to NFPA applicable state and local codes is a prerequisite when we open a record center and when we inspect each new section of a storage system. Iron Mountain's Corporate Facilities Engineering department prepares full site drawings in conjunction with the storage system supplier and Global Fire Protection Consulting (Fire Protection Engineers and consultants). All drawings are submitted to local officials when permits are required.

Iron Mountain meets these requirements.

Iron Mountain's records centers are designed and constructed in accordance with all applicable local and national codes.

Specifically, facilities meet all requirements of the local Authorities Having Jurisdiction (AHJ) and National Fire Protection Association (NFPA) standards 13, 25 and 72 at the time the facility was built.

Iron Mountain monitors and routinely tests all detection, suppression and alarm systems. Iron Mountain is in compliance with all other relevant NFPA standards, as interpreted by the local AHJ at the time the facility was built, including 10 and 101, as required.

Iron Mountain's specifications for new buildings include:

- Use of smoke and/or heat detection systems designed in accordance with NFPA72, "Standards for Fire Alarm System," and NFPA 101, "System Smoke Detection," and NFPA 13, "Standard for the Installation of Sprinkler Systems to provide an early warning during the incipient stage of fire development
- Fire Suppression systems include in-rack or in-aisle and ceiling sprinklers where required
- All detection, suppression and alarm systems are monitored around the clock and are routinely tested

5.1.3.6 The Vendor must provide a clean agent system that complies with the NFPA 2001 Standard on a pre-action sprinkler system. This system must be used in the records storage areas.

Iron Mountain can meet this requirement with our new vault.

5.1.3.7 The Vendor must provide a storage area that is climate controlled with a maximum temperature of 65°F and relative humidity levels at 35-45% ± 5%. These temperatures must be maintained 24 hours a day, 7 days a week, 365 days a year.

Iron Mountain currently stores about 200 cubic feet of vital records for the State of West Virginia in a climate-controlled environment that is set at 65 degrees and 43% relative humidity, in addition to its business records in standard storage.

For normal hard-copy business records, Iron Mountain provides standard storage in our record centers. We do not regulate the temperature or humidity in standard storage space except for a basic level of heating in northern climates, since paper records will not suffer significant deterioration within periods of time far exceeding most retention schedules.

5.1.3.8 The Vendor must limit its flooding risk by storing records in a facility that is located out of the 100-year floodplain.

5.1.3.8.1 Vendor must provide an elevation certificate from a land surveyor verifying the facility is out of the 100-year floodplain prior to award.

Iron Mountain meets this requirement at the records center where we are storing the State of West Virginia's records. Please refer to the "Elevation/Flood Zone Report" in the Appendix for the applicable record center.

5.1.3.9 The Vendor must keep records a minimum of one inch off the floor with the optimum of three inches. Records must be stored away from windows, steam, sewer or water pipes.

Iron Mountain meets this requirement.

5.1.3.10 The Vendor must provide a moisture detection system throughout the storage facility.

We have moisture detection in place in some of Iron Mountain's specialty storage environments and in our vault.

5.1.3.11 *The Vendor must minimize light exposure by providing motion detectors and timers for the lighting system throughout the storage room.*

Iron Mountain meets this requirement. The lighting in our West Virginia storage facilities operates on timers.

5.1.4 *The State records can only be viewed by authorized parties. The Vendor's facility must be secured to allow access only to those approved to retrieve/view records for their respective Agency. The Vendor must implement and document policies and procedures for accessing the records in the facility.*

5.1.4.1 *Proof documenting the system in the form of a company memo outlining the policy and procedure must be submitted prior to award.*

Iron Mountain meets this requirement.

All record centers, including on-site reference rooms, are secure and protected from unauthorized access.

The following visitor procedures apply to every Iron Mountain record center:

- Requests to access records by parties other than customer personnel known to Iron Mountain employees must be written on company letterhead and signed by an authorized party.
- Iron Mountain maintains a list of individuals authorized to request retrievals, approve destruction and otherwise represent customers regarding their records program.
- Visitors must present identification upon entering an Iron Mountain record center; telephone verification may result if credentials are not in order.
- An Iron Mountain employee assists visitors during record center visits, a procedure that ensures both service quality and accountability.
- Visitors are escorted while in the record center and must display visitor badges at all times.
- Retrievals are brought to a conference room or audit area for review, photocopying or fax services.
- Visitors are not permitted unescorted access to storage areas; visitor access is restricted to conference areas only.

Indexing and Invoicing:

5.1.5 *The Vendor must provide indexing for each box or file submitted. The Vendor must provide a minimum of 60 characters per box or per file.*

Iron Mountain meets this requirement.

5.1.6 *The Vendor must invoice each state Agency storing records at the facility monthly in arrears.*

Iron Mountain invoices for services in arrears and for storage in advance.

5.1.7 *The Vendor must invoice according to the prices and categories contained in this solicitation and the Vendor's response. When the Vendor must ship the materials to the Agency location, the costs for postage will be invoiced as a pass-through charge. The shipping invoice must be provided within 5 days of service being completed.*

Iron Mountain meets these requirements.

Iron Mountain will invoice the State of West Virginia according to the contracted prices.

5.1.8 The Vendor must provide a log of personnel or visitors that have accessed records identified as regulated upon agency request.

Iron Mountain meets this requirement. We capture inventory activity in our system, and the State of West Virginia can retrieve activity reports at any time online through Iron Mountain Connect.

5.1.9 The Vendor must provide the Department of Administration with monthly reports showing the Agencies storing records in the facility during that month and listing the total amount of cubic feet of storage and extended cost for each Agency.

Iron Mountain meets these requirements. We include summary reports with each monthly customer invoice, and offer more detailed reporting online at any time through Iron Mountain Connect.

5.1.10 The Vendor must include on their monthly invoice to the Agency all billing activity detail for the month.

Iron Mountain meets these requirements. Our summary reports are included with each monthly invoice, and we provide more detailed reporting online at any time through Iron Mountain Connect.

Requirements and Pricing for Storage, Supplies, Pick Up, Retrieval, and Destruction

STORAGE

5.2.1 Contract Item #1: The Vendor must transfer existing records to the new storage facility within 90 days of award.

5.2.1.1 Vendor to provide cost Per Cubic Foot.

There is no cost per cubic foot for this item, as we will not be moving the existing records as the incumbent supplier for the State of West Virginia's existing inventory. Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

5.2.1.2 The successful vendor will be responsible for moving all boxes from the existing locations in the Charleston area to the new location within 90 days of award.

Iron Mountain is the incumbent supplier and is storing the State of West Virginia's entire existing inventory, and therefore there is no need to transfer the records.

5.2.1.3 The state will notify each Agency with documents currently in storage of the vendor and his responsibilities. Each agency will have a minimum time of two (2) weeks to remove all documents in storage or be billed for services rendered by the new vendor. The agency will continue to pay the old vendor until the new vendor picks up the agency's boxes.

If we lose the current business with the State of West Virginia, the agencies will not have to remove the documents. The old vendor (Iron Mountain) and new vendor will setup the transfer schedule for the inventory.

5.2.1.4 The successful vendor and the former vendor will meet to develop mutually agreed upon schedules for pick-up of the agency boxes.

Iron Mountain agrees to meet with the new vendor to develop schedules for picking up the agencies' boxed records, if we are not selected to continue as the vendor for the State of West Virginia's records.

5.2.1.5 The successful vendor shall be responsible for the pick-up and organization of all documents remaining in storage at the former vendor's location.

Iron Mountain is the incumbent for the State of West Virginia and therefore we would not need to pick up any records if we continue as the State's vendor.

5.2.1.6 The successful vendor will move existing records in existing boxes or furnish boxes as needed at no additional or separate cost. The successful vendor will repackage as needed at no additional or separate cost.

Iron Mountain is the incumbent for the State of West Virginia and therefore we would not need to move existing boxes.

5.2.2 Contract Item #2: The Vendor must index existing records.

5.2.2.1 Vendor to provide cost Per Cubic Foot.

Iron Mountain is currently storing all of these records. We have already indexed them at the box level.

Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

5.2.3 Contract Item #3: The Vendor must accommodate storage of a minimum of 230,000 cubic feet for the State's records currently housed with the ability to expand.

5.2.3.1 Vendor to provide monthly cost Per Cubic Foot.

5.2.3.2 The Vendor must invoice each state Agency storing records at the facility monthly in arrears.

Iron Mountain meets this storage requirement. We are currently storing all of these records for the State of West Virginia. Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

Iron Mountain invoices for storage in advance and for services in arrears.

SUPPLIES

5.2.4 Contract Item #4: The Vendor must provide storage boxes; Dimensions: 15"L x 12"W x 10"H.

5.2.4.1 Vendor to provide cost Per Box.

Iron Mountain can supply this size box. Please note the number is called Box#2000 in our system.

Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

5.2.5 Contract Item #5: The Vendor must pick up the records within a maximum of five (5) business days after written notification by the Agency.

5.2.5.1 Vendor to provide cost Per Box.

Iron Mountain can meet this requirement.

Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

5.2.6 *Contract Item #6: The Vendor must index all new records.*

5.2.6.1 *Vendor to provide cost Per Box.*

Iron Mountain can meet this requirement.

Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

RETRIEVAL

5.2.7 *Contract Item #7: Vendor must retrieve any paper records in storage and provide a digitalized version of said record when requested by any Agency within a maximum of three (3) business days. The request must be completed during normal business hours.*

5.2.7.1 *Vendor to provide cost Per Page.*

5.2.7.2 *The Vendor must upload the digitalized record to a secure online portal or server and provide an access or hyperlink to the agency by email so the record can be accessed.*

Iron Mountain can meet this requirement using our Image on Demand Service. Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

Image on Demand serves as an alternative document delivery service for current Iron Mountain box or open-shelf storage customers. This delivery service can be used in conjunction with more traditional delivery methods like box, file or fax.

With Image on Demand, the State of West Virginia would use our web-based Iron Mountain Connect to select the document they want imaged. Our team at Iron Mountain then carefully retrieves, prepares and scans the document. Once the pages are scanned, each image is checked for clarity and readability. Any image that does not meet Iron Mountain's quality standards is rescanned.

Once a document is scanned the State can choose to access it through a secure FTP site, have it emailed as a securely encrypted hyperlink or email attachment, or securely hosted — with anytime access — through our Web-based hosted repository, the Digital Record Center[®] for Images. If you already have an electronic document management system in place, we can create and transmit the electronic document in a format that can be easily translated into your system. No matter how the document is transmitted, you can be sure it will be delivered quickly and safely without the original record ever leaving the security of the Iron Mountain facility. We return the loose document to its original carrier and return it to its original storage location.

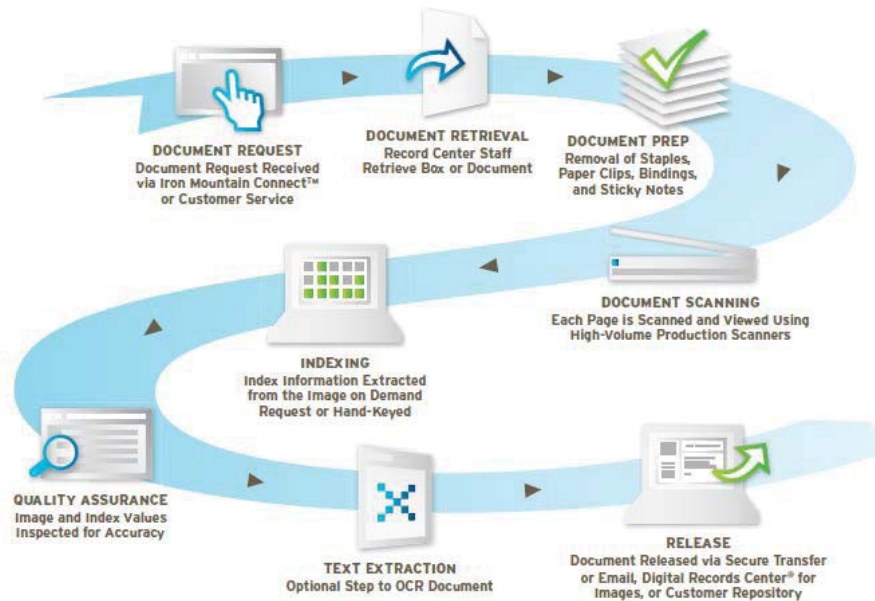


Figure 1: Iron Mountain's Image on Demand program is delivered as a pay-as-you-go service model that requires no up-front investment from your organization.

5.2.8 *Contract Item #8: The Vendor must retrieve any paper records in storage and provide a digitalized version of said record when requested by an Agency sending a written Emergency notification within a maximum of one (1) business day.*

5.2.8.1 *Vendor to provide cost Per Page.*

5.2.8.2 *The Vendor must upload the digitalized record to a secure server and provide a hyperlink to the customer by email so the record can be accessed.*

Iron Mountain will meet this requirement.

Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

5.2.9 *Contract Item #9: The Vendor must retrieve any records in storage and hand deliver it to the authorized Agency personnel within three (3) business days of written notification. Records must be delivered during normal business hours. Records containing confidential information must be signed for by authorized personnel.*

5.2.9.1 *Vendor to provide cost Per Box.*

Iron Mountain will meet these requirements and will quote per box.

Note: Our billing statements for the State of West Virginia will show costs per cubic foot.

Our standard service level agreements are:

- **Next Day** — Orders placed by 3 p.m. will be delivered by next business day (50 items or less)
- **Half Day** — Orders placed by 10 a.m. will be delivered same day and orders placed by 3 pm will be delivered by 12 noon next business day (50 items or less)
- **Rush** — Orders will be delivered within 3 hours* of receipt (40 items or less within 30 miles) *With consideration for any heavy traffic situations
- **After Hours** — Orders will be delivered within 4 hours of receipt (40 items or less within 30 miles)

All deliveries must be signed for by authorized personnel.

Please see all pricing items in the Records Management Pricing Page File, Exhibit A and online in your tool.

5.2.10 Contract Item #10: The Vendor must retrieve any records in storage and deliver it to requesting Agency within one (1) business day if it is identified by the agency as an Emergency. Records containing confidential information must be signed for by authorized personnel.

5.2.10.1 Vendor to provide cost Per Box

Iron Mountain will meet this requirement and will quote per box.

Note: Our billing statements for the State of West Virginia will show costs per cubic foot.

All deliveries must be signed for by authorized personnel.

DESTRUCTION

5.2.11 Contract Item #11: The Vendor must provide destruction of specified paper records at the authorized Agency representative's written request. Records must be destroyed by a crosscut shredder for paper records.

5.2.11.1 Vendor to provide cost Per Box.

When the State of West Virginia needs to have its records stored with us destroyed, the process must be accurate and secure. Iron Mountain takes exceptional care on both counts.

Iron Mountain will meet this requirement and will quote per box.

Note: Our billing statements for the State of West Virginia will show costs per cubic foot.

The State of West Virginia will determine and request the records it wants destroyed based on its retention guidelines. The State can obtain a Destruction Eligibility Report in Iron Mountain Connect that lists the records due for destruction. It will review and verify the records to be destroyed. Then, before proceeding to complete the destruction, we send a destruction list to you for final approval. This step provides an additional layer of control to ensure that only approved items are authorized for destruction. We don't proceed until we have a confirmation and authorized signature. Please see a picture and description of our archival destruction workflow below.

Destruction of cartons in storage

RECORDS MANAGEMENT WORKFLOW | ARCHIVAL DESTRUCTION

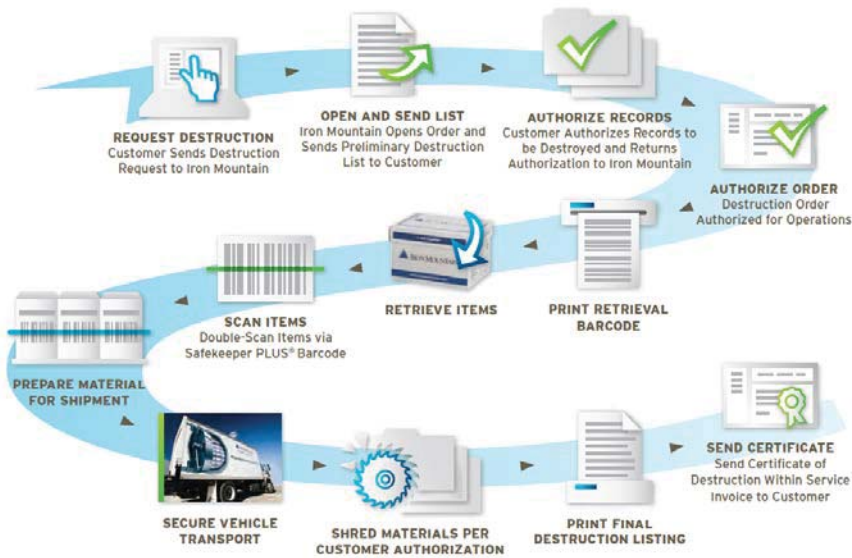


Figure 2: A Secure, Archival Destruction Workflow

As an AAA NAID certified company, Iron Mountain's commercial-grade document destruction equipment for paper is designed to yield particle sizes equal to or smaller than those permitted under the NAID standard. Our shredding facilities meet the industry standard dual cut system with the 1st machine blades set at 2" and the 2nd at 5/8."

5.2.12 Contract Item #12: The Vendor must provide destruction of Microfilm at the authorized Agency representative's request. Microfilm must be incinerated or shredded at a minimum of 1/35" strip or smaller.

5.2.12.1 Vendor to provide cost Per Box

Iron Mountain meets this requirement and will quote per box.

Note: Our billing statements for the State of West Virginia will show costs per cubic foot.

We will incinerate the microfilms.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Renewal options for years 2, 3, and 4 will be initiated by West Virginia Purchasing, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

6.2 Pricing Pages: The Vendor should complete the Pricing Pages by entering in the price for each contract item on wvOASIS and Exhibit A. Pricing Page the Vendor should complete the Pricing Pages in their entirety as failure to do so may result in the Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

The Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

*Stephanie Gale, Senior Buyer
West Virginia Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305
Phone: (304) 558-8801
Fax: (304) 558-4115
Email: Stephanie.L.Gale@wv.gov*

Iron Mountain acknowledges and agrees to all of the requirements in 6 above.

7. ORDERING AND PAYMENT:

7.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, 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 accepts orders for pickup and delivery service by phone, via email or fax, or through the Iron Mountain Connect online system.

Our online system is secure. Because Iron Mountain Connect resides on a centralized dedicated server; users can navigate their databases without fear of data corruption that can occur with location-specific databases. Iron Mountain Connect also features security driven by individual logins and passwords. These checks and balances ensure confidentiality and database integrity.

7.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Iron Mountain agrees to this requirement.

8. DELIVERY AND RETURN:

8.1 Delivery Time: Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

Iron Mountain agrees to this requirement.

Iron Mountain's standard service level agreements are:

- Next Day — Orders placed by 3 p.m. will be delivered by next business day (50 items or less)
- Half Day — Orders placed by 10 a.m. will be delivered same day and orders placed by 3 pm will be delivered by 12 noon next business day (50 items or less)
- Rush — Orders will be delivered within 3 hours* of receipt (40 items or less within 30 miles) * With consideration for any heavy traffic situations
- After Hours — Orders will be delivered within 4 hours of receipt (40 items or less within 30 miles)

8.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain the approval of the Purchasing Division.

Iron Mountain complies with these requirements.

If we have the agency user's email address, we will notify the user in writing of a service order delay. Otherwise, we would contact the user by telephone notifying him or her of the delay and reschedule.

8.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Iron Mountain will charge for emergency retrievals and deliveries according to the contract rates for these services. We will not include freight bills.

8.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

Per the State of West Virginia's clarification response from the Q&A in Addendum 2, because this requirement pertains to commodities being delivered to agencies and not to the services Iron Mountain will provide to the State of West Virginia, this requirement is not applicable to us.

8.5 *Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.*

Because this requirement pertains to commodities being delivered to agencies and not to the services Iron Mountain will provide to the State of West Virginia, Iron Mountain will not charge a restocking fee since we provide services.

9. *VENDORDEFAULT:*

9.1 *The following shall be considered a vendor default under this Contract.*

9.1.1 *Failure to provide Contract Items in accordance with the requirements contained herein.*

9.1.2 *Failure to comply with other specifications and requirements contained herein.*

9.1.3 *Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.*

9.1.4 *Failure to remedy deficient performance upon request.*

Iron Mountain agrees to the terms in section 9.1.

9.2 *The following remedies shall be available to Agency upon default.*

9.2.1 *Immediate cancellation of the Contract.*

9.2.2 *Immediate cancellation of one or more release orders issued under this Contract.*

9.2.3 *Any other remedies available in law or equity.*

Iron Mountain agrees to the terms in section 9.2.

10. *MISCELLANEOUS:*

10.1 *No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.*

Iron Mountain agrees to this requirement.

10.2 *Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.*

Iron Mountain agrees to this requirement in terms of supplying Records Management services.

10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

The State of West Virginia can obtain their Cost and Activity reports for their agencies through Iron Mountain Connect, or by contacting their Iron Mountain Account Manager.

10.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Iron Mountain's Contract Manager's name and information is given below.

Contract Manager: Heather Sweesy, Business Development Executive

Telephone Number: (724) 679-0672

Fax Number: None

Email Address: heather.sweesy@ironmountain.com

Comments about Terms and Conditions

Please see our Contract Amendment document on the pages below.

**EXCEPTIONS AND CLARIFICATIONS TO REQUEST FOR QUOTATION
FOR RECORDS MANAGEMENT & OFF-SITE STORAGE SERVICES
STATE OF WEST VIRGINIA
Bid No.: CRFQ 0212 SWC1700000006
Dated: October 25, 2016**

In the event that the State of West Virginia (the “State” or “Customer”) awards a contract to Iron Mountain Information Management, LLC (“Iron Mountain” or “Vendor”) as a result of this Request for Quotation (“RFQ”), the terms and conditions of such resulting contract shall be mutually agreed, based upon good faith negotiations between the parties, notwithstanding anything to the contrary in the RFQ. Iron Mountain requests that the following key exceptions and additional industry standard terms and conditions form a part of that discussion.

A. Iron Mountain requests the following key exceptions and/or clarifications to the General Terms and Conditions contained within the RFQ:

1. Section 13, Payment. *Note: Storage charges are billed each month in advance. Other service charges are billed in arrears. Standard payment terms are net 30.*
2. Section 26, Assignment. *Note: Iron Mountain must reserve the right to assign to Iron Mountain affiliates based on our corporate structure.*
3. Section 41, Background Check. *Note: Please see section 4.4 of RFQ response for details of Iron Mountain’s Background Check policies and procedures.*

B. Iron Mountain requests that the following customary industry terms and conditions be added to any resulting contract between the parties:

1. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement or any document referenced herein, this section entitled “Limitation of Liability” shall control with respect to Iron Mountain’s liability in connection with the Deposits and related data. For the purposes of this Agreement, Customer declares the following values for items stored under this Agreement (“Deposits”): (a) for hard-copy records, \$1.00 per carton, linear foot of open-shelf files or other storage pricing unit, and (b) for media, the cost of replacing the physical item (each a “Declared Value”). Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged. Iron Mountain shall not be liable under this Agreement, with respect to any claims related to the Deposits and data therein or with respect to any non-storage services or electronic storage services performed, unless Iron Mountain fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Iron Mountain’s liability is limited as follows: (i) with respect to Deposits and related data, Iron Mountain’s liability is limited to the Declared Value; and (ii) with respect to non-storage services and electronic storage services and data related to each, Iron Mountain’s liability is limited to six (6) months of fees paid by Customer for the particular service that gave rise to the claim. Deposits and data are not insured by Iron Mountain against loss or damage, however caused. If Deposits and/or data are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any claim related to the Deposits and/or data while in the custody of the carrier. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss or interruption of business, or the cost of recreating any data or information, regardless of whether an action is brought in tort, contract or under any other theory of liability.

2. **Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests may involve additional costs, such as overtime, which Customer will pay at Iron Mountain's overtime rates, provided Customer consents to such costs in advance.
3. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the materials provided to it by Customer, at Customer's expense, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
4. **Ownership Warranty.** Customer warrants that it is the owner or legal custodian of the materials provided to Iron Mountain and has full authority to direct their disposition in accordance with the terms of this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Customer's materials provided by Customer to Iron Mountain.
5. **Safe Materials and Premises.** Customer shall not store with Iron Mountain nor deliver to Iron Mountain for shredding any material that is highly flammable, explosive, hazardous, 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. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Any Customer premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.
6. **Purchase Orders.** 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 are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
7. **Force Majeure.** In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.

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



Name: Robert Liljedahl
Customer: State of West Virginia
Date: October 20, 2016

Recommended Solutions

With Iron Mountain's Records Management Solutions, you'll be able to locate, access and deliver a particular record whenever, wherever — and in whatever format — it's required. And you'll gain the complete confidence that comes from supporting your records management processes with proven practices and new thinking.

Solution Description

You'll benefit most from a solution that includes the following elements:

- Record Storage Service
- Climate Controlled Storage
- Iron Mountain Connect™
- InControl®
- Image on Demand™

Record Storage Service

Iron Mountain's records management professionals will work with you to identify which records can be relocated to our secure off-site records storage facilities. You can leverage our network of records storage facilities to safeguard your physical (paper format) information using advanced environmental, security, and access controls and extensive flood and fire protection. Your records will be tagged and classified using your own terminology, tracked with bar-coded labels, and made available on our intuitive Iron Mountain Connect™ web portal, helping you quickly locate and retrieve the information you need to address internal and external requests. Retention schedules, records storage policies and procedures, and other Iron Mountain services can also be requested through the portal.

Climate Controlled Storage

Climate Controlled Storage is Record Storage Service specifically designed for material requiring definitive environmental and relative humidity specifications.

Iron Mountain Connect™

As an Iron Mountain customer, you will have access to Iron Mountain Connect™, an intuitive online system that will make managing your records easier than ever. Iron Mountain Connect™ supports your records management program by providing instant visibility and access to your corporate records and enabling consistent procedures for retention, compliance, and accountability while ensuring confidentiality and protecting the integrity of the database.

Iron Mountain Connect™ provides the normal tools you need to implement the four pillars of responsible records management: instant access, corporate-wide consistency, absolute accountability, and easy adoption.

InControl®

InControl®, Iron Mountain's transportation platform, ensures the continuous protection of information while in transit with patented security and an auditable chain of custody. Iron Mountain's InControl® solution includes patented vehicle-process controls, driver screening/background checks, and standard operating procedures among our entire fleet of transportation vehicles. InControl® also includes audit trails to document the systematic flow of events for any given service.

Image on Demand™

While your operations are increasingly electronic, you are often expected to service customers in a hybrid environment where your staff continues to rely on paper, wasting time and money searching for information. When you eliminate workflow reliance on paper with Iron Mountain® Image on Demand™, you get more value from your automated systems investments, free up valuable real estate, and increase the availability of your information.

Image on Demand provides a cost-effective conversion solution for paper-based documentation that has lower retrieval needs. You can outsource your complete document library and, through our team of trusted experts, get your specific documents retrieved, scanned, and made available to you quickly. With this pay-as-you-go service, you will reap immediate and long-term reductions in cost and risk, regardless of your evolving information challenges.

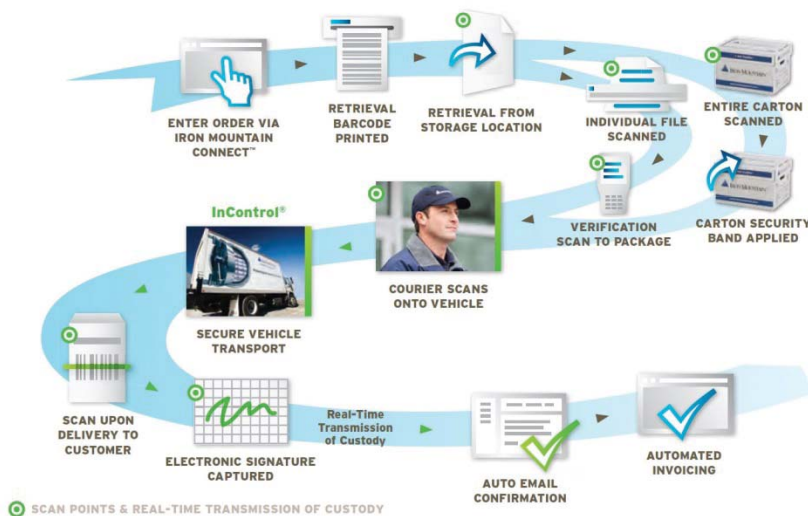
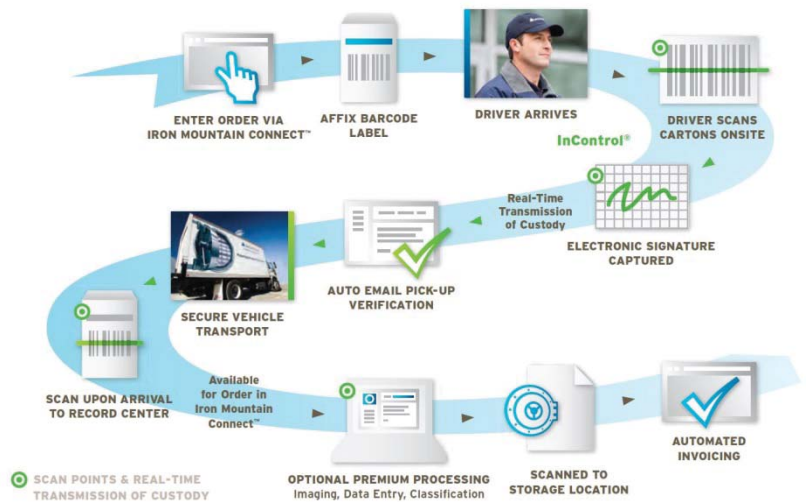
Records Management Workflow

Information security is dependent on a quality workflow process. Iron Mountain's proven workflows combine standard operating procedures with multiple barcode scans to ensure that your records are accurately processed. We also regularly measure these quality control processes to drive continuous improvement.

Collection Workflow

From the moment our driver arrives to pick up your materials, to their storage in our secure facilities, your records are protected. With the InControl® system, our advanced transportation platform, your boxes and packages are scanned three times: at your location, at Iron Mountain's dock, and on their shelf location. Each scan is validated against the previous one to ensure accuracy and preserve a tight chain-of-custody.

To facilitate future retrievals, you can enter descriptive information into Iron Mountain Connect or we can perform data entry for you. Once your records are safely stored, you receive email notification for orders placed via Iron Mountain Connect.™



Retrieval and Delivery Workflow

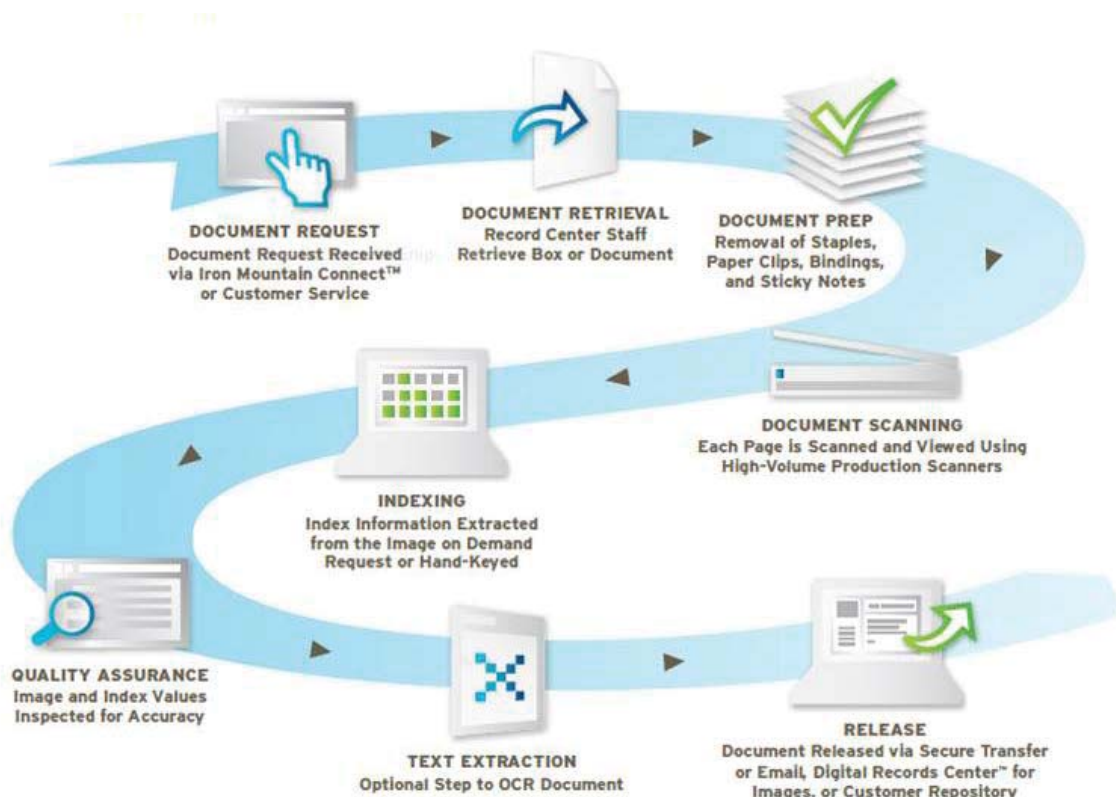
Our delivery workflow also employs a triple-check process. First, each box or group of files pulled for retrieval is tagged with a label, which is scanned against the original to ensure order accuracy. We secure the contents of every box with a security band, then scan the box a second time and load it onto a designated vehicle. Finally, our driver scans the box a third time at your location and captures an electronic signature to verify chain-of-custody.

Image on Demand Workflow

When you retrieve a file from Iron Mountain storage using Image on Demand, you will receive an electronic image of the file that you request. You can choose to access it via secure FTP site, have it emailed as a securely encrypted hyperlink or email attachment, or have it securely hosted in the Iron Mountain Digital Record Center®.

When you leverage our secure web-based repository, you'll be able to quickly access the electronic file(s) you request – without exposing the original document(s) to loss, theft, or damage. And, you can protect your electronic information with role-based controls that limit access to individuals with the proper authorization.

You no longer need to put up with time and productivity loss from handling and converting the file. There is no mail room handling, imaging, carrying the file around, and so forth. Your physical files remain at your local Iron Mountain facility – safe and secure.



Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) is the global leader for storage and information management services.

Trust

Iron Mountain manages billions of information assets for organizations of all sizes in every major industry around the world. More than 94% of the Fortune 1000 rely on Iron Mountain's solutions for records and information management, data management, document imaging, and secure destruction to help them better use their information for business advantage. We're honored that our customers have put their trust in us, relying on us to protect a vast collection of critical and sometimes one-of-a-kind items, such as backup data, loan documents, employee files, pathology slides, geological rock samples, iconic songs, blockbuster films, priceless works of art, and more.

Security

Regardless of the type of asset we're storing or destroying, our commitment is the same – to handle this material as if it were our own. At Iron Mountain, security is a never-ending process of setting safeguards, testing their effectiveness, and continually refining them to get stronger. We do this by:

- Investing in and using proven security technology
- Implementing multi-step security checks at our facilities and in all our vehicles
- Screening all job candidates with strict hiring guidelines and intensive legal background checks
- Providing extensive and consistent employee training
- Employing third-party security audits to help detect weaknesses and further enhance our security culture

We abide by the strictest industry standards for safeguarding information and ensuring data privacy. We have received SysTrust® certification, are on the list of compliant service providers published by Visa and the Payment Card Industry, and our Secure Shredding service is "AAA" certified by the National Association for Information Destruction.

"Our responsibility to protect your assets begins when you hand them over to us and doesn't end until we either return them to you or securely destroy them."

TRUSTED AND TESTED

At Iron Mountain, trust is our greatest asset. Trust founded our company, globalized our offerings, and solidified our reputation. Our 220,000 customers trust us to protect what matters most to them. We've invested in the resources to continue to earn that trust in everything we do. Here's a snapshot:

SERVICES DELIVERED



627 million
images scanned annually



500
disaster events supported



45,730+
disaster tests supported



8+ million
shredding engagements per year

INFORMATION MANAGED



89 million
pieces of media



530 million
cubic feet of hardcopy records

RESOURCES AT THE READY



20,000
employees



1,350
facilities in
45 countries



3
corporate data centers



145 acres
at our secure
underground facilities



80 million
square feet
of real estate



3,600+
vehicles

Awards and Recognitions

You can be confident that you're selecting an industry leader with the accolades and awards to back it up.

FORTUNE

Iron Mountain ranks **729th** on Fortune Magazine's **FORTUNE 1000**.

STANDARD & POOR'S

Iron Mountain is a member of the **S&P 500 Index**, the leading bellwether of the U.S. equities market.



Iron Mountain has achieved the **Privacy+ certification** sponsored by Professional Records & Information Services Management (PRISM) International, a nonprofit trade association for the commercial information management industry. Protecting private, personally identifiable information is our top priority and with this PRISM certification Iron Mountain demonstrates our commitment to ensuring the privacy of information in our custody.

SECURITY

SOLUTIONS FOR ENTERPRISE SECURITY LEADERS

Security magazine has consistently named Iron Mountain to its **Security 500**, an annual ranking of the nation's most secure companies.

MEMBER OF

Dow Jones Sustainability Indices

In Collaboration with RobecoSAM ●●

Iron Mountain was named to the **2015 Dow Jones Sustainability Indices** (DJSI) North American Index, recognizing the company's commitment to corporate responsibility and sustainability. The rankings track the financial performance of leading sustainability-driven companies, and analyze economic, environmental, and social performance.



FTSE4Good

Iron Mountain was added to the **FTSE4Good Index in 2013** for meeting globally recognized corporate social responsibility standards.

InformationWeek

Iron Mountain has been a perennial member of the **InformationWeek 500**, a listing of top technology companies. Iron Mountain **finished at #88** in the 2013 rankings.



The corporate research team at Selling Power magazine has ranked Iron Mountain #6 of the 50 best companies to sell for in 2016.

Conclusion

Records and information management is complex. Knowing exactly where to focus to accelerate adoption and achievement of your program goals is overwhelming. Trust in Iron Mountain's solutions and expertise to solve State of West Virginia's evolving challenges now and in the future. No matter where your program is in maturity, you can be sure to have a partner that can provide you solutions to drive improvements that tighten defensibility and harness the power of your records and information for business use.

It will be our pleasure to continue to partner with you to take your program to new heights of performance.

Appendix

PCI Attestation of Compliance

Flood Zone Information



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.1

April 2015

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information

Part 1a. Service Provider Organization Information

Company Name:	Iron Mountain Information Management, Inc	DBA (doing business as):	Iron Mountain		
Contact Name:	Seth R. Bailey	Title:	Director, Information Security		
ISA Name(s) (if applicable):	Not Applicable	Title:	Not Applicable		
Telephone:	(617) 535-4935	E-mail:	seth.bailey@ironmountain.com		
Business Address:	One Federal Street	City:	Boston		
State/Province:	MA	Country:	USA	Zip:	02110
URL:	http:// www.ironmountain.com				

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	Trustwave				
Lead QSA Contact Name:	Ted Meyer	Title:	Principal Security Consultant		
Telephone:	(312) 873-7500	E-mail:	tmeyer@trustwave.com		
Business Address:	70 W. Madison Street, Suite 1050	City:	Chicago		
State/Province:	IL	Country:	USA	Zip:	60602
URL:	http://www.trustwave.com				



Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed: Media Vaulting, Records Management, Shredding Services

Type of service(s) assessed:

Hosting Provider: <input type="checkbox"/> Applications / software <input type="checkbox"/> Hardware <input type="checkbox"/> Infrastructure / Network <input type="checkbox"/> Physical space (co-location) <input type="checkbox"/> Storage <input type="checkbox"/> Web <input type="checkbox"/> Security services <input type="checkbox"/> 3-D Secure Hosting Provider <input type="checkbox"/> Shared Hosting Provider <input type="checkbox"/> Other Hosting (specify):	Managed Services (specify): <input type="checkbox"/> Systems security services <input type="checkbox"/> IT support <input type="checkbox"/> Physical security <input type="checkbox"/> Terminal Management System <input type="checkbox"/> Other services (specify):	Payment Processing: <input type="checkbox"/> POS / card present <input type="checkbox"/> Internet / e-commerce <input type="checkbox"/> MOTO / Call Center <input type="checkbox"/> ATM <input type="checkbox"/> Other processing (specify):
<input type="checkbox"/> Account Management	<input type="checkbox"/> Fraud and Chargeback	<input type="checkbox"/> Payment Gateway/Switch
<input type="checkbox"/> Back-Office Services	<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Prepaid Services
<input type="checkbox"/> Billing Management	<input type="checkbox"/> Loyalty Programs	<input type="checkbox"/> Records Management
<input type="checkbox"/> Clearing and Settlement	<input type="checkbox"/> Merchant Services	<input type="checkbox"/> Tax/Government Payments
<input type="checkbox"/> Network Provider		
<input checked="" type="checkbox"/> Others (specify): Media Vaulting, Records Management, Shredding Services		

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others."

If you're unsure whether a category could apply to your service, consult with the applicable payment brand.



Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed: Not Applicable

Type of service(s) not assessed:

Hosting Provider:

- Applications / software
- Hardware
- Infrastructure / Network
- Physical space (co-location)
- Storage
- Web
- Security services
- 3-D Secure Hosting Provider
- Shared Hosting Provider
- Other Hosting (specify):

Managed Services (specify):

- Systems security services
- IT support
- Physical security
- Terminal Management System
- Other services (specify):

Payment Processing:

- POS / card present
- Internet / e-commerce
- MOTO / Call Center
- ATM
- Other processing (specify):

- | | | |
|--|---|--|
| <input type="checkbox"/> Account Management | <input type="checkbox"/> Fraud and Chargeback | <input type="checkbox"/> Payment Gateway/Switch |
| <input type="checkbox"/> Back-Office Services | <input type="checkbox"/> Issuer Processing | <input type="checkbox"/> Prepaid Services |
| <input type="checkbox"/> Billing Management | <input type="checkbox"/> Loyalty Programs | <input type="checkbox"/> Records Management |
| <input type="checkbox"/> Clearing and Settlement | <input type="checkbox"/> Merchant Services | <input type="checkbox"/> Tax/Government Payments |
| <input type="checkbox"/> Network Provider | | |
| <input type="checkbox"/> Others (specify): | | |

Provide a brief explanation why any checked services were not included in the assessment:

Part 2b. Description of Payment Card Business

Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.

Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12. Iron Mountain does not accept credit cards in their media storage and shredding facilities. Iron Mountain has no knowledge of what is being stored by their clients, either electronically or in hard copy.

Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.

Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12. Iron Mountain does not accept credit cards in their media storage and shredding facilities. Iron Mountain has no knowledge of what is being stored by their clients, either electronically or in hard copy.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country):
Media Vault	6	<ul style="list-style-type: none"> • [REDACTED] Phoenix, AZ, USA • [REDACTED] Nashville, TN, USA • [REDACTED] Scarborough, ME, USA • [REDACTED] Charlotte, NC, USA • [REDACTED] Brampton, Ontario Canada • [REDACTED] Norcross, GA, USA
Records Management	19	<ul style="list-style-type: none"> • [REDACTED] Sacramento, CA, USA • [REDACTED] Sacramento, CA, USA • [REDACTED] Sacramento, CA, USA • [REDACTED] Seattle, WA, USA • [REDACTED] Seattle, WA, USA • [REDACTED] Phoenix, AZ, USA • [REDACTED] Milwaukee, WI, USA • [REDACTED] Bld C, Nashville, TN, USA • [REDACTED] Nashville, TN, USA • [REDACTED] San Antonio, TX, USA • [REDACTED] San Antonio, TX, USA

		<ul style="list-style-type: none"> • [REDACTED] San Antonio, TX, USA • [REDACTED] ME, USA • [REDACTED] Greensboro, NC, USA • [REDACTED] Greensboro, NC, USA • [REDACTED] Tampa, FL, USA • [REDACTED] Tampa, FL, USA • [REDACTED] Brampton, Ontario Canada • [REDACTED] Brampton, Ontario Canada
Shredding Center	6	<ul style="list-style-type: none"> • [REDACTED] Kent, WA, USA • [REDACTED] Phoenix, AZ, USA • [REDACTED] Milwaukee, WI, USA • [REDACTED] Scarborough, ME, USA • [REDACTED] Tampa, FL, USA • [REDACTED] Brampton, Ontario Canada

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
Not Applicable	Not Applicable	Not Applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No	Not Applicable

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- Connections into and out of the cardholder data environment (CDE).
- Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.

- Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12. There are no computer systems, processor connections, or networks in-scope for this Iron Mountain assessment.

Does your business use network segmentation to affect the scope of your PCI DSS environment?

(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

Yes

No

Part 2f. Third-Party Service Providers

Does your company have a relationship with one or more third-party service providers (for example, gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated?

Yes

No

If Yes:

Type of service provider:	Description of services provided:
Shred	Shredding Services
Transportation	Transportation Services

Note: Requirement 12.8 applies to all entities in this list.

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as “Not Tested” or “Not Applicable” in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as “Not Tested” or “Not Applicable” in the ROC.
- **None** – All sub-requirements of that requirement were marked as “Not Tested” and/or “Not Applicable” in the ROC.

For all requirements identified as either “Partial” or “None,” provide details in the “Justification for Approach” column, including:

- Details of specific sub-requirements that were marked as either “Not Tested” and/or “Not Applicable” in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:		Media Vaulting, Records Management, Shredding Services		
PCI DSS Requirement	Details of Requirements Assessed			Justification for Approach (Required for all “Partial” and “None” responses. Identify which sub-requirements were not tested and the reason.)
	Full	Partial	None	
Requirement 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 3:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 4:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 5:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 6:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 7:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.

Requirement 8:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 9:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9.1.3 – No in-scope wireless 9.6.1 – No media classification 9.9 – No payment devices 9.9.1 – No payment devices 9.9.2 – No payment devices 9.9.3 – No payment devices
Requirement 10:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 11:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11.x - Iron Mountain is a media storage and shredding service provider and was only assessed for PCI requirement sections 9 and 12.
Requirement 12:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12.3 - No critical technologies 12.3.1 - No critical technologies 12.3.2 - No critical technologies 12.3.3 - No critical technologies 12.3.4 - No critical technologies 12.3.5 - No critical technologies 12.3.6 - No critical technologies 12.3.7 - No critical technologies 12.3.8 - No critical technologies
Appendix A:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Iron Mountain is not a shared hosting provider.



Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	<i>18 August 2016</i>	
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

Based on the results noted in the ROC dated 18 August 2016, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document as of 18 August 2016: (**check one**):

<input checked="" type="checkbox"/>	<p>Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby Iron Mountain Information Management, Inc has demonstrated full compliance with the PCI DSS.</p>						
<input type="checkbox"/>	<p>Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby Mountain Information Management, Inc has not demonstrated full compliance with the PCI DSS.</p> <p>Target Date for Compliance:</p> <p>An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with the payment brand(s) before completing Part 4.</i></p>						
<input type="checkbox"/>	<p>Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.</p> <p><i>If checked, complete the following:</i></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 35%;">Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Affected Requirement	Details of how legal constraint prevents requirement being met				
Affected Requirement	Details of how legal constraint prevents requirement being met						

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

<input checked="" type="checkbox"/>	The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures, Version 3.1</i> , and was completed according to the instructions therein.
<input checked="" type="checkbox"/>	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
<input type="checkbox"/>	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
<input checked="" type="checkbox"/>	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
<input checked="" type="checkbox"/>	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

<input checked="" type="checkbox"/>	No evidence of full track data ¹ , CAV2, CVC2, CID, or CVV2 data ² , or PIN data ³ storage after transaction authorization was found on ANY system reviewed during this assessment.
<input type="checkbox"/>	ASV scans are being completed by the PCI SSC Approved Scanning Vendor

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.



Part 3b. Service Provider Attestation

John Tomoycsik

Signature of Service Provider Executive Officer ↑	Date: <i>23 AUG 16</i>
Service Provider Executive Officer Name: <i>JOHN TOMOYCSIK</i>	Title: <i>Executive Vice President</i>

Part 3c. QSA Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed: *Primary Assessor*

Ted Meyer

Signature of Duly Authorized Officer of QSA Company ↑	Date: <i>18 August 2016</i>
Duly Authorized Officer Name: <i>Ted Meyer</i>	QSA Company: <i>Trustwave</i>

Part 3d. ISA Acknowledgement (if applicable)

If an ISA was involved or assisted with this assessment, describe the role performed: *Not Applicable*

Signature of ISA ↑	Date:
ISA Name:	Title:

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Protect stored cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Encrypt transmission of cardholder data across open, public networks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Protect all systems against malware and regularly update anti-virus software or programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Develop and maintain secure systems and applications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Restrict access to cardholder data by business need to know	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Identify and authenticate access to system components	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Restrict physical access to cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Track and monitor all access to network resources and cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Regularly test security systems and processes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Maintain a policy that addresses information security for all personnel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Client Information:

Iron Mountain Incorporated
5736 MacCorkle Avenue Southeast
Charleston, West Virginia, 253041-2804

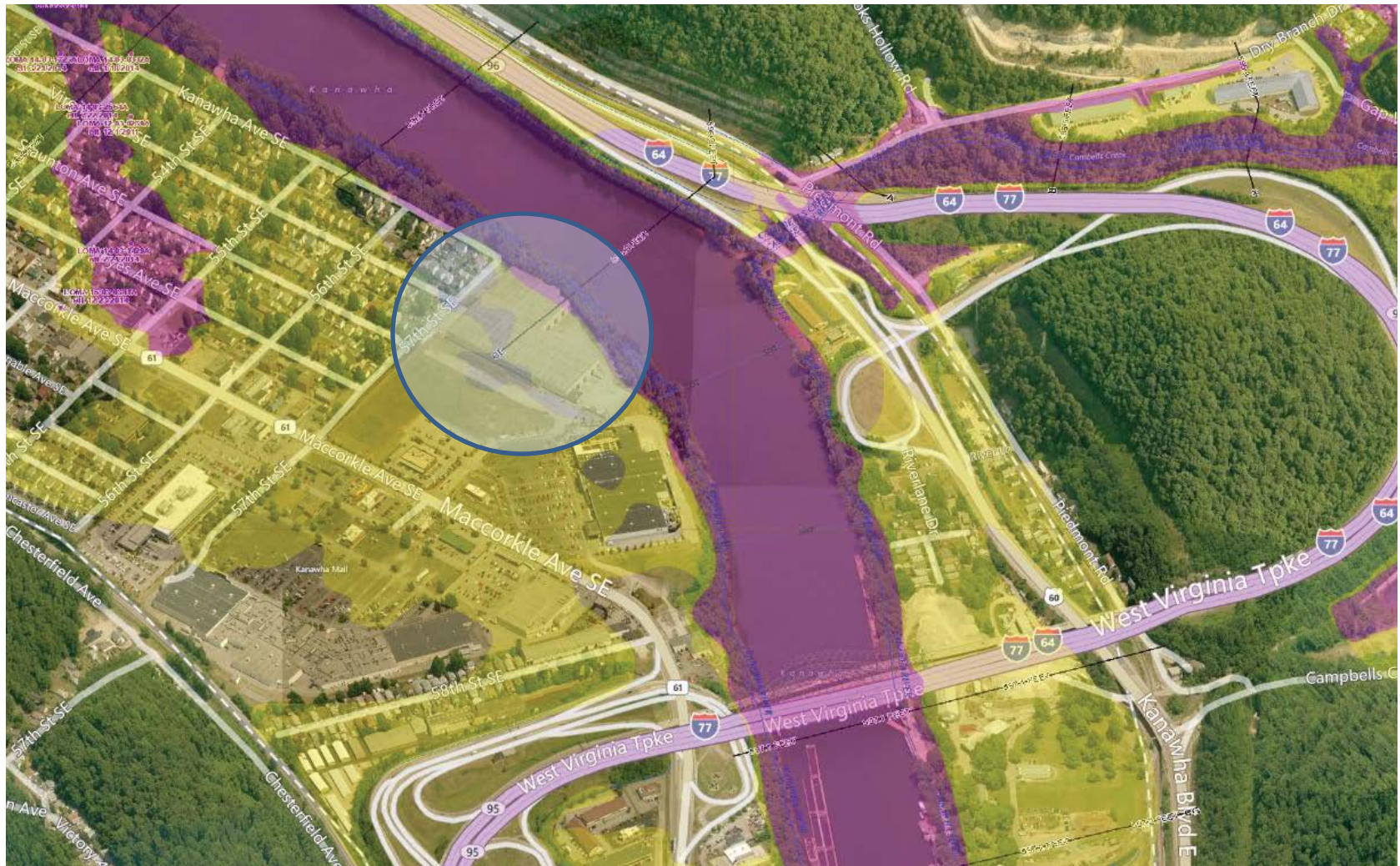
NGVD29 = NAVD 88 + 0.476-ft.

FEMA Map Data:

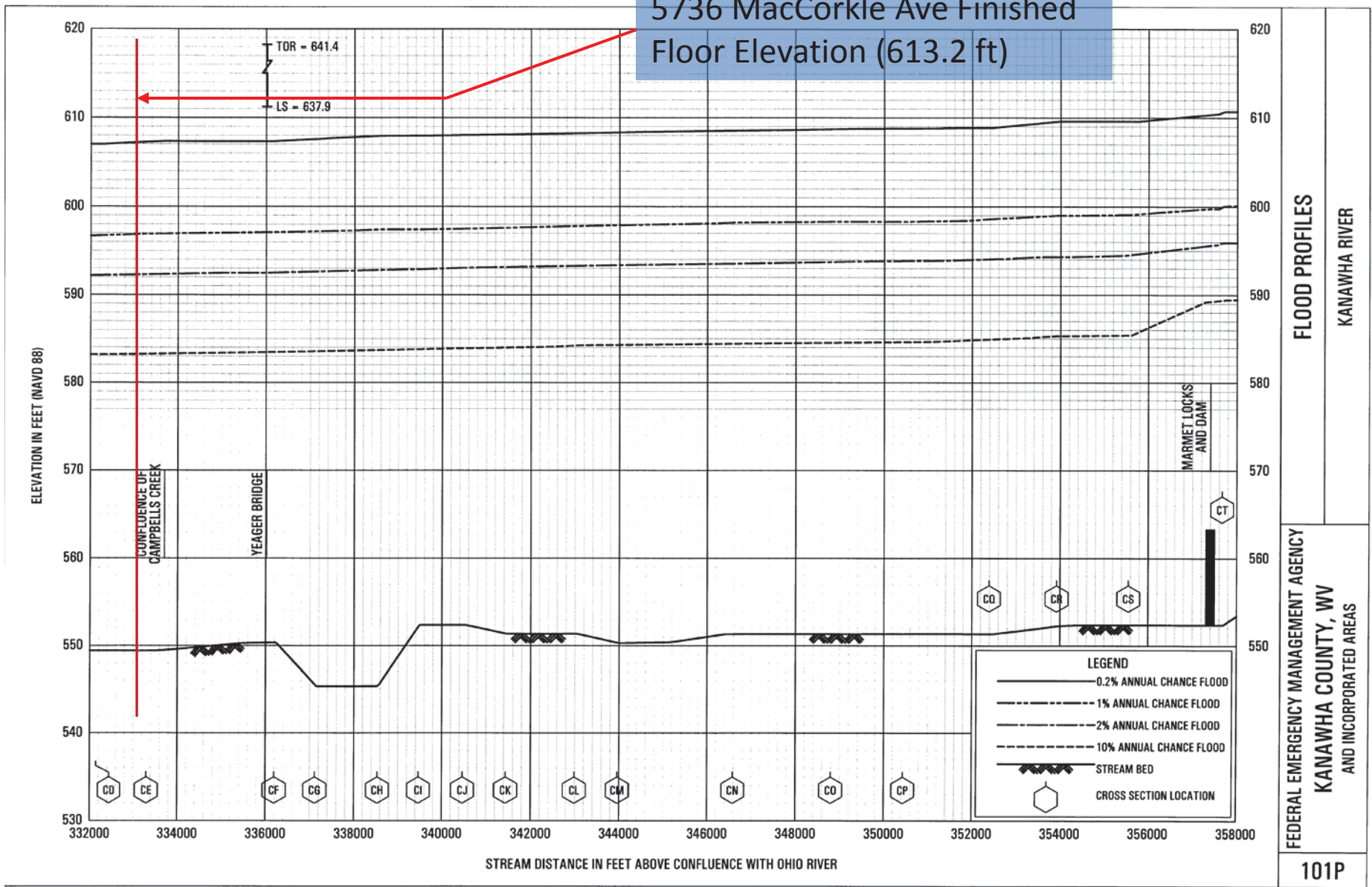
Depth Units	FEET
Vertical Datum	NAVD88
FIRM Map Effective Date	2008-02-06
FIRM Flood Zone Designation	AE
FIP & County Identifier	54039
FIRM Panel Identifier	0429E
Community Number	540073
FIRM Community Identifier	039C
BFE Static used for AH zones and coastal flooding scenarios	-9999
Depth used for AO zones	-9999
Floodway Designation	FW
Coastal Barrier Resources Act (COBRA) Zone Designation	COBRA_OUT



Index: 47748.83-03



5736 MacCorkle Ave Finished Floor Elevation (613.2 ft)





Phone: (304)561-4477

(304)532-4031

(304)550-9484

Web Address: www.white-brothers.com

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 MaCorkle 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





White Brothers Consulting, LLC

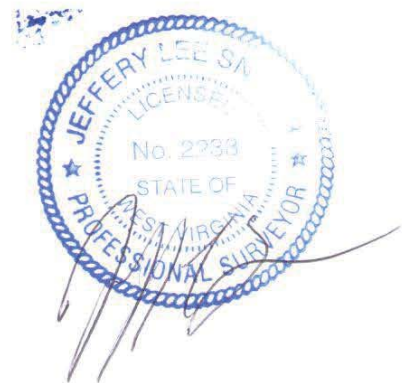
Phone: (304)561-4477

(304)532-4031

(304)550-9484

Web Address: www.white-brothers.com

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

-  Location of the mouse click
-  **Approximate Study (Zone A)**
-  **Detailed Study (Zone AE, AH, AO)**
-  **Floodway**
-  **Flood Water Depth (HEC-RAS)**
-  **K—K Cross Section Line**
-  **810 Base Flood Elevation Line**
-  **DFIRM Panel (Map) Index**

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:

EXHIBIT A – Pricing Page Records Management - Offsite Storage and Destruction

Commodity Line Number	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
STORAGE					
5.2.1.1 Contract Item #1	Transferring Existing Records to New Storage Facility	Per Cubic Foot	230,000	0.00	0.00
5.2.2.1 Contract Item #2	Indexing Existing Records	Per Cubic Foot	230,000	0.00	0.00
5.2.3.1 Contract Item #3	Monthly Storage Fee	Per Cubic Foot	230,000	0.27	60,950.00
PICK UP					
5.2.5.1 Contract Item #5	Records Pick Up	Per Box	500	0.00	0.00
5.2.6.1 Contract Item #6	Indexing New Records	Per Box	500	0.00	0.00
RETRIEVAL					
*5.2.7.1 Contract Item #7	Retrieval of Paper Records, digitized (Three (3) Business Day Request)	Per Page	100	0.28	28.00
**5.2.8.1 Contract Item #8	Emergency Retrieval of Paper Records, digitized (One (1) Business Day Request)	Per Page	50	0.40	20.00
5.2.9.1 Contract Item #9	Retrieval of Records (Three (3) Business Day Request for Delivery)	Per Box	100	1.84	183.60
5.2.10.1 Contract Item #10	Emergency Retrieval of Records (One (1) Business Day Request For delivery)	Per Box	50	9.79	489.60
Destruction					
*5.2.11.1 Contract Item #11	Destruction of Paper Records	Per Box	100	3.06	306.00
*5.2.12.1 Contract Item #12	Destruction of Microfilm	Per Box	50	22.50	1,125.00
Total Cost					64,992.20

*Plus Retrieval fee of \$1.84 per box in item #9 for standard service

** Plus Emergency Retrieval fee of \$9.79 per box item #10