

CITY OF CHICAGO
 DEPARTMENT OF PROCUREMENT SERVICES
 ROOM 403, CITY HALL, 121 N. LASALLE STREET

S. S. R. B.
 DATE 12/11/09
 Form Rev. 3-0
 APPROVED _____
 CONDITIONALLY APPROVED _____
 RETURN TO DEPT. _____
 DISAPPROVED _____

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT	
For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the <u>Instructions for Preparation of Non-Competitive Procurement Form</u> on the reverse side.	
Request that negotiations be conducted only with Iron Mountain for the product and/or services described herein. (Name of Person or Firm)	
This is a request for _____ (One-Time Contractor Requisition # _____, copy attached) or _____ Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the _____	
Record Storage and Records Management Services (Program Name)	(Attach List) Pre-Assigned Specification No. _____ Pre-Assigned Contract No. _____
COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT	
Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:	
Contract #: _____	Company or Agency Name: _____
Specification #: _____	Contract or Program Description: _____
Modification #: _____	(Attach List, if multiple)
Originator Name _____ Telephone _____	Signature _____ Department _____ Date _____

Indicate **SEE ATTACHED** in each box below if additional space needed:

<input type="checkbox"/> PROCUREMENT HISTORY SEE ATTACHED
<input type="checkbox"/> ESTIMATED COST SEE ATTACHED
<input type="checkbox"/> SCHEDULE REQUIREMENTS SEE ATTACHED
<input type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY SEE ATTACHED
<input type="checkbox"/> OTHER

APPROVED BY: Markus Maloney 11/30/09
 DEPARTMENT HEAD OR DESIGNEE DATE
Janice Miller
 CHIEF PROCUREMENT OFFICER
Benjamin Ho 1/14/10
 BOARD CHAIRPERSON DATE
1/14/10
 DATE OF APPROVAL

INSTRUCTTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM (Rev. 5/04)

If a City Department has determined that the purchase of supplies, equipment, work and/or services can not be done on a competitive basis, a sole source justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a complete CPAC Project Checklist, and any other required forms (see Other #1, below). The Board will not consider justifications with incomplete information documentation

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST/

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (ie. budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc).
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why.
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

MBE/WBE COMPLIANCE PLAN

1. All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site.

OTHER

Explain other related considerations and attach all applicable supporting documents (an approved Information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

REVIEW AND APPROVAL

This form must be signed by both the Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board of authorized designee. (tc "This form must be signed by both the Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board of authorized designee.")

**DGS Request for Non-Competitive Procurement Agreement with
Iron Mountain, Inc.
for Records Storage and Records Management Services**

- Memorandum to DPS Commissioner Jamie Rhee
- DPS Project Checklist
- Justification for Non-Competitive Procurement Agreement with attachment
- Memorandum from Chief of Staff regarding Records Consolidation Initiative
- Scope of Services
- Pricing
- Certificate of Liability Insurance
- Economic Disclosure Statement and Affidavit
- Iron Mountain, Inc. Diversity Supplier Program



City of Chicago
Richard M. Daley, Mayor
Department of General Services
Judy D. Martinez
Commissioner
Suite 300
30 North LaSalle Street
Chicago, Illinois 60602-2586
(312) 742-3124
(312) 744-9883 (FAX)
<http://www.cityofchicago.org>

Memorandum

To: Jamie Rhee
Chief Procurement Officer
Department of Procurement Services

From: Mark D. Maloney
Mark D. Maloney
First Deputy Commissioner
Department of General Services

Re: Non-Competitive Procurement with Iron Mountain, Inc.
for Records Storage and Records Management Services

Date: November 30, 2009

The Department of General Services (DGS) is working with several City Departments and the Department of Procurement Services (DPS) to advertise a new specification for Record Storage and Record Management Services. Currently, Iron Mountain warehouses approximately 240,000 containers at rates established in 1995 and has requested a price escalation to cover increased labor, fuel and related operational expenses. Iron Mountain has stated that, without a price increase, which the 1995 Agreement cannot accommodate, it will be forced to cease service to the city and insist on the removal of the city inventory from its warehouse.

DGS, as lead department for Records Storage and Records Management Services, has an immediate need for a stop gap measure to maintain storage and to continue storage related services through Iron Mountain pending award of a new contract. The city does not have in-house resources to assume direct responsibility for the storage, management and delivery of 240,000 containers, as needed, by various user City departments.

Therefore, DGS is requesting DPS authorization to enter into a Non-Competitive Procurement Agreement with Iron Mountain for a two-year term to ensure the security and integrity of the city's records inventory and the continuity of storage and retrieval services until a new specification is advertised and a contract is awarded and released.



Projected annual spending for this contract is \$1,100,000, inclusive of storage, pick-up, delivery, retrieval and destruction of records. DGS requests a non-competitive procurement agreement with Iron Mountain, Inc. with a two-year initial contract term and one optional one-year extension period. The projected value of the initial term is \$2,200,000.

DGS projects that a final draft specification for the competitive bid will be completed no later than 12/31/09 and advertised by the end of January, 2010. A new contract may be awarded and released within the first half of 2010.

Thank you for your cooperation.

Please contact Deputy Commissioner Mary Capecci if you have any questions or concerns.

cc: M. Capecci – DGS
T. Glavin – DPS
file

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 11/17/09

Need by (estimated date): ASAP

Requisition No.:

Contact Person:

Project Manager:

Specification No.: (if known)

WILLIAM KELLY

NOEMY QUINONES

PO No.: (if known)

Telephone: -7446043

Telephone: -7446039

Modification No.: (if known)

Fax: -7442773

Fax: -7442773

Previous PO No.: (if known) T25068

Email: WKELLY@CITYOFCHICAGO.ORG

Email: NQUINONES@CITYOFCHICAGO.ORG

Project Description: NON-COMPETITIVE PROCUREMENT AGREEMENT WITH IRON MOUNTAIN FOR RECORDS STORAGE AND RECORDS MANAGEMENT SERVICES.

Funding:

City: Corporate Bond Enterprise Grant* Other:
 State: IDOT/Transit IDOT/Highway Grant* Other:
 Federal: FHWA FTA FAA Grant* Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT

Term Estimated Value \$2,200,000

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE ___ COMMITTED OR ___ SPENT BY DEADLINE: _____ (DATE)

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request

- Blanket/Term/DUR/Agreement
- Master Agreement (Task Order)
- Standard/One-Time Purchase

Forms

- Requisition
- Special Approvals
- Non-Competitive Review Board (NCRB)

Contract Term: 2 YEARS

** Requested Term (Number of Months): 24

Modification/Amendment

- Time Extension**
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify):

Pre-Bid/Submittal Requirements:

- Mandatory Pre Bid/Submittal Conference? Yes* No
- Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management: Yes No
Will services be performed within 50 feet of CTA train or other railroad property? Yes No
Will services be performed on or near a waterway? Yes No

If applicable, **Pre-Qualification** Category No. _____ Category Description: _____
For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If **Amendment request**, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No
Will work be performed within 50 feet of CTA or ATS structure or property? Yes No
Will work be performed airside? Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)? Yes* No Redacted
*If yes, attach Confidentiality Statement

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If **Amendment request**, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

Is this a **Revenue Producing contract**?

Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a **Request for Information (RFI)**?

Yes No

Is this a **Request for Qualifications (RFQ)**?

Yes No

Is this a **Request for Proposal (RFP)**?

Yes No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

Yes* No

*If yes, Company Name: **PO#**

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**?

Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for **Individual Contract Services**?

Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a **Revenue Producing contract**?

Yes No

Does this request involve the **purchase of Software**?

Yes* No

*If yes, is City required to sign a software license?

Yes* No

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST *(continued)*

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

- Statement of Work (SOW), Deliverables or Scope of Services defined
Does SOW involve any work in the public way? Yes* No
*If yes, attach list of locations.
- Does SOW involve any public improvement to property that requires performance bond or prevailing wage? Yes* No
*If yes, attach list of locations.
- Is City Council approval required? Yes No
- Project or Program Background Information
 Project Goals and Objectives
 Qualifications or Licenses/Certifications required for any disciplines
 Evaluation Criterion desired in RFP or RFQ
 Evaluation Committee (EC) members recommended. Attach list of names, titles and departments
 Technical and/or Functional Requirements, if applicable
 Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)
 If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories
 Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
 Delivery Location(s)
 Technical Literature
 Drawings, if any
 Part Number List (Manufacturer; or Dealer; or Other Source)
 Current Price List(s)/Catalog(s)
 Special Approval Form
 Exhibits and Attachments

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No
Is this a **Revenue Producing Contract**? Yes No

If Modification request, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No
- Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No
- Is this a **Revenue Producing contract**? Yes No

If Modification or Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

DGS Request for Non-Competitive Procurement Agreement with Iron Mountain, Inc.

Procurement History:

Iron Mountain was awarded a contract (PO T25068 / Specification No. B59629501) on September 11, 1995 for Storage of City Records. On May 1, 2003, the Iron Mountain contract expired and a new contract (PO 685 / Specification No. B19629501A) was awarded to LaBelle-Rothery Movers, Inc. (LRM)

The city chose to execute a gradual transition of the records inventory into the LaBelle-Rothery Warehouse by delivering new records to the new vendor's warehouse, while storing the bulk of the city's inventory (approximately 240,000 cartons) at the Iron Mountain warehouse. Despite the city's best efforts, LRM failed to perform in accordance with the terms of its contract and, as a result, PO 685 was terminated on May 5, 2005.

At this time, most of the city's inventory is stored in the Iron Mountain warehouse and services are provided at prices awarded in accordance with a bid submitted in 1995.

A new specification was advertised in June, 2005 but all bids were rejected in December, 2005 so that a consultant could be hired to develop the new specification. The consultant was tasked with interfacing with all departments that would participate in the specification to gather information on the specific operational requirements and incorporate them into the new specification.

The specification was completed by the consultant in May, 2007 and distributed to the participating departments. In September, 2007, requisitions were entered for a new contract by all participating departments. The new specification was advertised in June, 2008 and canceled in August, 2008 due to unresolved issues addressed at the pre-bid conference.

In October, 2008, Iron Mountain notified DGS that it required a price escalation to cover increased labor, fuel and related operational expenses. Iron Mountain stated that, without an immediate price increase, which the 1995 Agreement could not accommodate, it would be forced to cease service to the city and order the removal of the city inventory from its warehouses.

DGS looked at various contractual options to continue service through Iron Mountain. In December, 2008, DGS requested an Emergency contract with Iron Mountain. This request was denied by DPS with the recommendation that DGS request a Non-Competitive Procurement Agreement (NCPA) with the same vendor. That same month, DGS and the Department of Aviation (DOA) submitted a request for a one-year contract with Iron Mountain for \$775,000. The contract value was based upon past DGS spending under the 1995 Iron Mountain Agreement coupled with a proposal from the vendor for a one-time pick-up of DOA boxes in the amount of \$75,000. At the time the NCPA was approved, DGS did not have a scope of work or updated pricing from the vendor.

DGS Request for Non-Competitive Procurement Agreement with Iron Mountain, Inc.

DGS immediately initiated negotiations with the vendor on the scope of work and the pricing to be included in the new contract. Despite several requests from DGS, the vendor did not submit pricing proposals until May, 2009. DGS has been paying the vendor by direct vouchers since March, 2009 at pricing established in the 1995 contract.

Future Procurement Objectives:

The Office of the Mayor has directed DGS to coordinate a citywide Records Consolidation Initiative (RCI) with a goal to improve operational efficiencies, comply with the Illinois Local Records Act and reduce records storage costs. The RCI is a three phase program to identify and destroy all city inventory now eligible for destruction and to update Records Storage procedures to achieve full compliance with the Illinois Local Records Act.

DGS intends to implement and fund the RCI through the proposed NCPA. DGS also intends to advertise and award a new competitive bid specification for records storage services as soon as possible. The entire city inventory will be reviewed at the Iron Mountain warehouse to categorize boxes that are eligible for destruction or for continued storage. Inventory eligible for destruction will be disposed of through Iron Mountain. Inventory requiring continued storage will be transferred to the new vendor warehouse.

DGS estimates that the city will save at least \$2 million by implementing the RCI through Iron Mountain, based upon proposed Iron Mountain NCP pricing.

Estimated Cost:

Records storage services may be broken down into two major categories. The first category, storage, is based upon the total cubic feet of inventory stored in the vendor warehouse.

The total estimated city inventory is currently 264,000 cubic feet. Iron Mountain's proposed pricing is 21-1/2-cents per cubic foot per month, or \$2.58 per year for storage. Based upon these quantities, DGS estimates annual storage costs at \$700,000.

The second category for records storage services is, primarily, for pick-up, delivery, retrieval, destruction and refiling of the City inventory. The cost for these services will fluctuate depending on the levels of activity required. Based upon previous activity, DGS estimates spending of \$339,000 for these services.

Based upon previous activity levels and projected costs related to the upcoming Records Consolidation Initiative, DGS projects annual spending as follows:

RCI Phase I	\$ 18,000
RCI Phase II	\$ 268,000
RCI Phase III	\$1,000,000
Two years of storage	\$ 500,000
Routine Pick-Up, Delivery Services	\$ 339,000
Department of Aviation Project	\$ 75,000
Total Estimated Contract Value	\$ 2,200,000

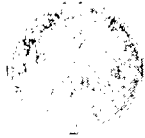
DGS Request for Non-Competitive Procurement Agreement with Iron Mountain, Inc.

Schedule Requirements:

Time is of the essence for this project. The Mayor's Office has directed DGS to implement the RCI as soon as possible and a schedule has been created to begin the program December 11, 2009. Attached is a copy of a memo from Chief of Staff Paul Volpe describing the program.

Exclusive or Unique Capability:

Iron Mountain has unique capability in that it currently warehouses the city's records inventory. The cost to relocate the inventory to another warehouse is estimated at \$2,700,000. The City will benefit from keeping the inventory at its current location while implementing the Records Consolidation Initiative. Records will be sent to the new Records Storage vendor after review and updated in compliance with the Illinois Local Records Act.



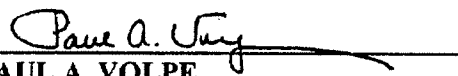
City of Chicago
Richard M. Daley, Mayor

Office of the Mayor
City Hall, Room 509
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-3300

<http://www.cityofchicago.org>

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: 
PAUL A. VOLPE
CHIEF OF STAFF
OFFICE OF THE MAYOR

SUBJECT: RECORDS CONSOLIDATION INITIATIVE

DATE: NOVEMBER 17, 2009

The City of Chicago is implementing a Records Consolidation Initiative, coordinated through the Department of General Services (DGS), to improve operational efficiencies, comply with the Illinois Local Records Act and reduce records storage costs. **It is mandatory that all departments participate in this citywide initiative.**

Attached is a timeline and action plan for the three phases of this initiative. All departments are expected to give DGS full cooperation through all three phases.

Thank you for your cooperation.

Attachment

cc: Commissioner Judy D. Martinez



MEMORANDUM

TO: COMMISSIONER _____

FROM: _____
MARK D. MALONEY
FIRST DEPUTY COMMISSIONER
DEPARTMENT OF GENERAL SERVICES

ATTENTION: DEPARTMENT LIAISONS

SUBJECT: RECORDS CONSOLIDATION INITIATIVE

DATE: NOVEMBER 16, 2009

The City of Chicago is implementing a Records Consolidation Initiative, coordinated through the Department of General Services (DGS), to improve operational efficiencies, comply with the Illinois Local Records Act and reduce records storage costs. The success of the initiative is dependent upon full participation from all city departments.

The Records Consolidation Initiative has been broken down into three phases with a brief description and a designated task for each phase:

- Phase I** Clean-up of Outcarded Inventory
- Phase II** Review and Process Destruction Reports
- Phase III** On-site Review and Updating of Citywide Inventory

Phase I Description: The Outcarded inventory is comprised of records that have been physically removed from the vendor's warehouse at the city's request but not permanently withdrawn from the vendor's inventory database. The city will continue to be billed for storage of these boxes until the

inventory is permanently withdrawn from the system. If a box re-appears after the record has been permanently withdrawn, the Contractor will reinstate the box number at no cost to the city.

Phase I Task:

- Assign a Department Liaison(s) to coordinate with DGS on the implementation of the Records Consolidation Initiative. **Forward the name(s), address(es) and phone numbers of your Department Liaison(s) on or before Wednesday, December 11th to Noemy Quiñones via email at nquinones@cityofchicago.org.**
- **Each Department Liaison must complete the Outcarded Inventory Report on or before Tuesday, December 31st and submit to: DGSRECORDSMANAGEMENT@CITYOFCHICAGO.ORG.**
- **Each Department Liaison must attend a mandatory two-day training session on the Local Records Act and DGS records procedures between January 11th through January 15th at City Hall, 121 N. LaSalle St. - Room 1103. A DGS representative will contact you with a date and time for training.**

Records Consolidation Initiative Phases I & II Timeline:

12/11/09	Phase I - Submit Department Liaison Contact Information
12/31/09	Phase I - Submit Completed Outcarded Inventory Report
1/11 - 1/15/10	Mandatory Local Records Act Training Sessions
2/11/10	Phase II - Submit Completed Destruction Report and Timeline for Review of Inventory

Phase II Description: The city is paying to store boxes that may currently be eligible for destruction. DGS will provide each department with a Destruction Report listing all inventory from your department that may be immediately destroyed.

Phase II Task:

- Upon completion of Local Records Act training, Department Liaisons will receive a Destruction Report and Inventory List from DGS. The Department Liaison should review the inventory list and take steps to order the destruction of all eligible inventory in accordance with the provisions of the Local Records Act and the training.
- **Please submit a completed Destruction Report by February 11th to**

DGSRECORDSMANAGEMENT@CITYOFCHICAGO.ORG.

Phase III Description: This phase of the Records Consolidation Initiative is an ongoing undertaking to correct and/or update mis-labeled or missing data. Department liaisons, trained in the Local Records Act and DGS record procedures, must review all department inventory reports to confirm or revise destruction dates and other required data. Liaisons must also ensure that future records are stored in accordance with the Local Records Act and follow citywide record storage procedure requirements.

Phase III Task:

- **Review your entire department inventory list and submit a timeline to DGSRECORDSMANAGEMENT@CITYOFCHICAGO.ORG on or before April 11th indicating when your department will be in compliance with the requirements above.**
- Each department must also create and maintain a database or similar tracking system to review, update and/or correct mislabeled information until all records are accurate and accounted for.
- Forward to Noemy Quinones an updated quarterly report including the database above.

Questions regarding the Records Consolidation Initiative should be directed to Noemy Quinones with DGS at **DGSRECORDSMANAGEMENT@CITYOFCHICAGO.ORG** or at 312/744-6039.

Thank you for your cooperation.

NON COMPETITIVE PROCUREMENT AGREEMENT IRON MOUNTAIN, INC FOR RECORDS STORAGE SERVICES

I. Scope

The Contractor will provide Record Storage and Record Management Services for City Records, for authorized City of Chicago User Departments, located throughout the City, all in accordance with the terms and conditions of this Agreement. The Contractor will also provide new storage, retrieval, refile, destruction, cataloging, pickup/delivery, relocation of existing inventory, if required, records management and any other related services.

Performance

The Contractor must perform, or cause to be performed, all Work required under the terms and conditions of this Agreement with that degree of skill, care, and diligence normally exercised by experience Contractors performing work in projects of a scope and magnitude comparable to the work as specified herein. The Contractor must use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor must at all times act in the best interest of the City. The Contractor must perform, or cause to be performed, all Work in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the City.

General

The Contractor must provide all necessary space, labor, equipment and supervision for the storage of approximately 240,000 tote boxes/cartons for various City Records. There are two types of storage areas required (See Section on Storage Facility):

- standard and
- vault

The City requires that all records to be stored in the Standard Storage Area location(s) that meet the time-frame set under the terms and condition of this Agreement. The City must have available, upon request, address location(s) where the City's property has been stored/warehoused throughout the life cycle of this Agreement.

In addition, the Contractor must comply with all the provision of the most current version of the Local Records Act of the State Illinois.

Types of Records

The following is a listing of various types of documents and records to be store under this Agreement. The following is an example of the various types of records to be stored:

- historical documents
- health records
- payrolls
- tapes
- contracts
- microfilm
- microfiche
- blueprints

The City reserves the right to add and/or delete types of documents and records to be stored, as required, during the Agreement period.

VAULT: TEMPERATURE CONTROL ENVIRONMENT

The City possesses certain documents that are historical in nature, or warrant special preservation. These boxes must be stored in a temperature controlled environment / vault, as required by the city, in accordance with the pricing listed in this specification.

2. FACILITY REQUIREMENTS

A. Storage facilities may be subject to inspection by the Chicago Fire Department, the Department of Buildings, Environment, or any of the various authorized Using Departments to insure Agreement compliance.

B. Pest Control Program

The Contractor must have a Pest Control program for the storage area(s) where City records are kept to prevent and/or eliminate any pest infiltration at the storage facility.

Contractor must report to DGS whenever an infestation has occurred and/or suspected to have occurred to property of the City (see Damage Restoration).

C. Records contaminated by hazardous materials.

The Contractor must provide a separate area for any records identified as having been contaminated by hazardous materials, infiltrated by insects, or exhibiting active mold growth (see Damage Restoration).

D. Environmental Controls

Environmental controls for all paper-based records must provide a stable, constant environment, and appropriate ventilation.

E. Fire Prevention and Safety

The following storage facility standards for fire prevention must be met:

- All City of Chicago's codes and regulations as set forth by the Chicago Fire Department, Department of Buildings, Department of Environment, and all other regulatory City departments.

F. Contingency Planning/Disaster Recovery Plan.

Contractor must have a contingency planning process and a disaster recovery plan in place, and available upon request by the Commissioner throughout the life-cycle of the Agreement.

3. CONFIDENTIALITY

All records of the City are confidential and must not be viewed or disseminated without prior written approval of DGS or the authorized departments. Any unauthorized disclosure or use of information contained in the City's property may result in both criminal and civil prosecution. The contractor, prior to beginning the contract Must sign a confidentiality agreement with the City.

If the Contractor is presented with a request for documents at any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in the Contractor's possession by reason of the contract, Contractor must immediately give notice to the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a Court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the Court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

4. RECORDS STORAGE SERVICES

The Contractor must provide routine pick up, delivery, retrieval, refile, disposal and destruction services upon request from designated representatives from various city departments located within multiple city facilities in accordance with the terms and conditions specified herein.

A. Locations of City Facilities

Documents are located in various City owned or leased buildings or at other delegate or sister agencies conducting business in connection with the City. The Contractor must provide records storage services for all buildings and locations designated by the City as a "City facility". The City alone will determine which locations are designated as City facilities.

City Departments occasionally move from site to site or to different floors within the same facility. These moves may result in a pick up times differing from the hours set forth in this section, e.g., a pick up may begin at 6:00 a.m. The Contractor is responsible for arranging access, providing supplies, and must accommodate these moves according to the needs of DGS and other user departments.

5. EMPLOYEES

The Contractor's employees and personnel (and those of any approved subcontractors) will exercise safe and sound business practices with the skill, care and diligence normally shown by professionals engages in this type of work.

Character of Worker

The Commissioner (or designee) has authority to request the Contractor to remove any worker who proves to be incompetent or negligent or acts contrary to instructions in his/her duties.

The Contractor will not permit any person to enter any City facility or property while under the influence of intoxicating liquors, illegal drugs or contraband. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverage, illegal drugs or contraband anywhere on the site of any work to be performed under the Agreement.

Uniforms

For safety purposes, the Contractor's employees are required to wear suitable uniforms while performing any Work, at a City facility, under this Agreement.

The Contractor's employees must wear an identification badge at all times while performing any Work, at a City facility, under this Agreement.

6. DEDICATED CONTACT

A person or team must be familiar with the City's account to respond daily, without charge, phone-call inquiries, inclusive of inquiries on boxes, discrepancies (recording and billing), inquiries on all other services it provides and status of City records.

7. RECYCLING

All records sent for destruction must be shredded and recycled, unless recycling is inappropriate.

8. BOXES AND SUPPLIES

Adequate boxes to store the documents shall be provided by the Contractor in accordance to the proposal price page. Boxes may be requested by DGS or the user department, and must be delivered in the quantity requested within 48 hours.

Dual bar code self stick labels, similar to the bar codes contained in **Attachment A**, must be provided by the contractor to the City free of charge to the city. One of the bar code labels will be attached to the box, the other label will be attached to the transmittal sheet. Size of labels shall be as specified by DGS.

The Contractor will provide box description form, a.k.a. transmittal sheet, free of charge to the City.

Contractor must submit monthly re-pack and re-lid reports justifying replacements to reconcile with monthly invoices. Contractor must cut-off box with label and place it in new packed box to reduce errors of numbers, and/or reissue same box number using a method that eliminates manual transposing of box numbers. The user departments determine appropriate method(s) correlating with each respective operational need.

Transportation Handling

Contractor's laborer(s) is expected to move the City's boxes from location to location. The driver sets boxes in the company's truck, and sets the boxes at the city site or contractor's site. The City will be charged for Transportation Handling based upon the total cubic footage of the boxes multiplied by the rate listed in the proposal pages. The Contractor may choose, at its own discretion, to utilize an outside courier for Transportation Handling services. Under these circumstances, the city will be not be charged at a higher rate for this service. The City reserves the right to reject charges if services were not rendered or instructed by the City.

Pick Up and Delivery Service

Contractor is expected to use vehicles designated for pickup and delivery of the City's public records. The vehicles will be used to transport records to and from City site to the Contractor's warehouse, and to and from the Contractor's site to city sites. The City will be charged one Pick Up and Delivery Service fee per address per day based upon the type of delivery (next day, half day, rush or emergency) at the rates listed in the proposal pages. The Contractor may choose, at its own discretion, to utilize an outside courier for Pickup and Delivery Service. Under these circumstances, the city will be not be charged at a higher rate for this service.

9. RESPONSE TIME

The contractor is expected to provide the following services for new storage, retrieval, refile, destruction, and deliveries for the price set forth in the pricing sheet:

Half Day Delivery: For all service requests made by 12:30 p.m., the services will be provided by 3:00 p.m.

Next day delivery: For all service requests order after 12:30 PM, but before 3:00 p.m., the service will be provided by 10:00 A.M. the following business day, or orders made after 3:00 P.M. the service will be provided up to and by 5:00 P.M. the following day (see notation below).

Rush Delivery: Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

Rush Pickup

Rush pickup service (business day) is provided by the Contractor by the next following day, provided the pickup orders are placed before 4:00 P.M. on a business day.

In some situations, operational changes may require the city to upgrade or downgrade an earlier pickup or delivery request to a different category. The Contractor must be able to make the requested adjustment provided that the timing of the request is consistent with the parameters specified within the new category. For example, an original "Next Day Service" request made on a Monday may be upgraded to the "Same Day Service" category provided that the requested change takes place before 3:00 p.m. on Monday. Revised service requests will include the relocation of city personnel to a different facility or to a different location within the same facility.

Note: Business hours vary by department. Hours of operations will be listed on the Record Management Service Request form, and the Contractor is expected to adhere in accordance with the terms and conditions of this Agreement.

Service Frequency

The contractor will provide pre-schedule pickup and delivery services, at no charge to the City.

10. NEW STORAGE PICK-UP

New Storage services are the storing of new boxes in the Contractor's warehouse. The Health Department may require the Contractor to key each file within the new storage box. New records are picked by the Contractor from a city facility or a site identified by DGS or another user department and delivered to the Contractor's site. The services include entering data for the first time (a.k.a. Receiving and Entry or Catalog Indexing) and shelving records at the warehouse. The City will be charged for New Storage based upon the total cubic feet of inventory entered into the Contractor's warehouse during the first calendar month. The City will be charged for one full month of New Storage, regardless of the number of actual days of storage. The New Storage inventory will convert to Regular Storage, and invoicing will transition in accordance with designated pricing, the second calendar month the inventory is stored in the Contractor's warehouse.

New Storage copy pick-up requests will be forwarded to the Contractor by the Department of General Services, or the User Departments listed in the attached sheet (**Attachment B**). Dual bar code self stick labels, similar to the bar codes contained in **Attachment A**, must be provided by the Contractor to the City free of charge. Boxes that are to be picked up will be affixed by the City with a bar code label provided by the Contractor.

New storage pick-up request forms shall be as specified by DGS. A sample pick-up form (a.k.a. Record Management Service Request) is enclosed as **Attachment C**. The City will provide an original request form and the contractor's box description form (a.k.a. Transmittal sheet contained in the **Attachment D**), and any other related form to the Contractor's driver, upon pick up of new boxes. The Contractor is to accept requests for new storage pick up by facsimile of completed forms or by electronic submission.

All new storage pick-ups must be made during the business hours of the department. **Note:** some department's opening business hours range between 7:30 a.m. until 9:00 a.m. and closing times may vary between 3:30 p.m. and 5:00 p.m.

The Contractor, upon receiving a new storage form from DGS or User Departments and proceeding to the department for pick up, must contact the department liaison as listed on the new storage pick up forms. A pick-up must be only done with oversight by the liaison. The City will place bar code labels on boxes that correspond to the bar code label on the pick-up form for those boxes.

The Contractor must have appropriate paperwork setting forth the number of boxes to be picked up, a copy of the new storage pick up request form and any other documentation necessary to complete pickup. The Contractor must insure that the number of boxes as set forth on the form is the same number of boxes picked up by Contractor and that the bar code on the box matches the bar code on the forms. Receipts with work order numbers and matching bar code (in a form acceptable to DGS) must be left by the Contractor with the liaison.

The Contractor must, upon delivering the new boxes to its warehouse, enter data about the box into a database consistent with the requirements of Section 16 entitled "Database". The new box data information is found on the request form, the box description form (and other related forms), and the driver's report containing date and time of pick up, name and phone number of the liaison who signed off on the pickup.

Contractor must send request and related attachments via facsimile or by electronic submission back to DGS or User Departments with a work order number assigned, or a similar tracking notification on the same day the request was placed by DGS and user departments.

Regular Storage

The Contractor is expected to provide space at their warehouse to store the City's records, and the City is invoiced monthly for space occupied from the previous month. The City will be invoiced according to the total cubic feet of space occupied by city inventory multiplied by the price listed in the proposal pages.

11. VENDOR PICK UP FROM PRIOR VENDOR OR CITY FACILITY

The Contractor will provide proposals for new inventory that may be transferred from a non-Contractor warehouse or a City facility to be entered as New Storage into the Contractor warehouse. Prices may be lower than those listed in the attached proposal pages due to the large volume (over five thousand boxes) of inventory transferred, received and entered by the Contractor.

12. RETRIEVAL OF BOXES IN STORAGE

The Contractor is required to provide retrieval services to various User Departments upon request in accordance with terms specified herein at prices listed in the proposal pages section of this specification. The City will be invoiced for Retrieval Services based on the total cubic feet of inventory being retrieved from the Contractor's warehouse multiplied by the rate listed in the proposal pages of this contract.

Retrieval services are records previously stored at the Contractor's warehouse and the City is requesting a returned record. Records are stored in various containers as specified in the proposed price page. The Department Of Health may request one file or a page from a file and not the entire box.

Retrieval copy requests will be forwarded to the Contractor by the Department of General Services, or the User Departments listed in the attached sheet (**Attachment B**). Upon delivery, driver will accept the original Record Management Service Request form and related forms. Contractor will verify data initially entered. The Contractor maintains the forms during the contract period, and in accordance to this Agreement and the Local Records Act. These forms must be made available upon request by the user department beyond 5 years after the contract period.

Retrieval forms (e.g. request and retrieval forms) are as specified by DGS. Sample retrieval forms are enclosed as **Attachments C and G**. The Contractor is to accept requests for retrieval by facsimile or by electronic submission. All deliveries of retrieved boxes must be made during the business hours of the department. Note: some department's opening business hours range between 7:30 a.m. until 9:00 a.m. and closing times may vary between 3:30 p.m. and 5:00 p.m.

Occasionally, a retrieval may be escalated to a rush request (includes city moves). The Contractor will accept these requests in accordance to the proposal price list.

The Contractor must, upon delivering the boxes to its warehouse, enter data about the box into a

database consistent with the requirements of Section entitled "Database." The retrieval data/information includes date and time of retrieval, and name of liaison who signed off on delivery.

All delivery of retrievals will be accompanied by a receipt showing box numbers delivered, work order number, box sizes, type of delivery service, and will be signed off on by the liaison. A copy of the signed receipt must be left with the liaison. The Contractor must accept the request form and related attachments, upon delivery of pickup of boxes or supplies.

Contractor must send request and related attachments via facsimile or by electronic submission back to DGS or User Departments with a work order number assigned on the same day the request was placed by DGS and user departments.

13. REFILE OF RETRIEVED BOXES

The Contractor is required to provide Refiles of Retrieved Boxes services to various City departments upon request in accordance with terms specified herein at prices listed in the proposal pages section of this specification. The City will be invoiced for Refile Services based on the total cubic feet of inventory being refiled into the Contractor's warehouse multiplied by the rate listed in the proposal pages of this contract. Refile Services may pertain to a carton, a file, or a page from a file.

The Health Department expects the Contractor to place one file back in a box already at the Contractor's warehouse or interfile file(s) or page(s)/document(s) within an existing file in a box.

Refiles are the return of retrieved boxes to the warehouse. The Department of Health may return one file from a retrieved request (a.k.a. Refile, file).

The Contractor is to accept requests for refile by facsimile or by electronic submission

Refile copy requests will be forwarded to the Contractor by the Department of General Services, or the User Departments listed in the attached sheet (**Attachment B**). Upon box pickup, driver will accept the original Record Management Service Request form and related forms. Contractor will verify data initially entered. The Contractor maintains the forms during the contract period, and in accordance to this Agreement and the Local Records Act. These forms should be made available upon request from the City beyond 5 years after the contract period.

Refile request forms (e.g. request and refile form to add box numbers) are as specified by DGS. A sample pick up form is enclosed as **Attachment C and F**.

All refile pick ups must be made during the business hours of the department. Note: some department's opening business hours range between 7:30 a.m. until 9:00 a.m. and closing times may vary between 3:30 p.m. and 5:00 p.m.

The Contractor, upon receiving a refile form and proceeding to the department for pick up, must contact the department liaison as listed on the refile forms. Refile must be only done with oversight by the liaison.

The Contractor must have appropriate paperwork setting forth the number of boxes to be refilled, e.g., a copy of the refile request form and any other documentation necessary to complete service. The Contractor must insure that the number of boxes as set forth on the refile form is the same number of boxes picked up by Contractor and that the bar code on the box matches the box numbers listed on the documents submitted to the driver. Receipts with work order numbers in a form acceptable to DGS must be left by the Contractor with the liaison.

The Contractor must, upon delivering the boxes to its warehouse, enter data about the box into a database consistent with the requirements of Section entitled "Database." The refile data/information includes box numbers, date and time of refile pickup, and name of liaison who signed off on delivery.

Contractor must send request and related attachments via facsimile or by electronic submission back to DGS or User Departments with a work order number assigned, or a similar tracking notification on the same day the request was placed by DGS and user departments.

14. DESTRUCTION

Destruction refers to the destruction of records stored at the Contractor's site or at the City according to documentation sent by the City.

Destruction may include Direct Destruction (HIPAA Protected). In the case of Direct Destruction, the Contractor is expected to pickup records from the Health Department and send the records directly to the Contractor's destruction site. Another direct destruction is non-HIPPA records. The non-HIPPA records are either destroyed at a city site or sent directly to the Contractor's destruction site. These records may be considered highly sensitive, have met or exceeded the retention period date or determined, during box review, that records were held for convenience.

The Contractor is required to provide Destruction services in accordance with the terms specified herein and at the prices listed in the proposal pages section of this specification. The City will be invoiced for Destruction Services based on the total cubic feet of inventory being destroyed by the

Contractor at the Contractor's warehouse multiplied by the rate listed in the proposal pages of this contract.

Destruction must be done in accordance with the Local Records Act, 50 ILCS 205 et. seq. Destruction may only be implemented upon receipt of an approved disposal certificate from the State of Illinois Local Records Commission. Additionally, all destruction must be approved in advance in writing by DGS. The Contractor is to accept requests for destruction by facsimile or by electronic submission. Upon request by DGS for a destruction, the Contractor must accept the request form, box numbers listed, and a disposal certificate approved by the State of Illinois Local Records Commission. In instances of direct destruction services, the Contractor will provide information corroborating the destruction event, follow the requirements in section 16 entitled "Database," accept acknowledgment forms and/or disposal certificates, and any other related forms from the City.

The Contractor must include in their system the name of the initial request creator (a.k.a. contact and/or Liaison name as listed on the request form), phone number, Department/Bureau/Division, and date of request. The Contractor will provide this data upon request by DGS and other user departments at no additional cost to the City..

Upon request from DGS, the Contractor will provide copies of destruction affidavits, accept an acknowledgment form, a Record Management Service Request form (**Attachments C and F**), and/or any applicable certificates from the City, and enter data/information into their system. Upon request, from the City, the Contractor will sign a destruction affidavit. The affidavit will be delivered to the City in no less than 2 business days. The affidavit will follow the requirements set in section 16 entitled "Database," and contain, but not be limited to the following information: contact name and originator name, department name/bureau/division, name of person who signed for pickup, box numbers, the Contractor has performed a thorough search of its inventory, the box numbers requested cannot be located or have been destroyed pursuant to an approved disposal certificate. A copy of the disposal certificate, if destruction was pursuant to the disposal certificate, will be attached to the affidavit. The contractor should provide this service to the City at no charge. (*See section 12. On-site review*)

If the boxes are picked up from the city site, the Contractor must, upon delivering the boxes to be destroyed to its warehouse, enter destruction data about the boxes into the web database (as described in Section 16 entitled "Database"). The destruction information includes date and time of pick up/destruction, and name and phone number of the liaison who signed off on the pickup.

Contractor must send request and related attachments via facsimile or by electronic submission back to DGS or User Departments with a work order number assigned, or a similar tracking notification on the same day the request was placed by DGS and user departments.

TYPES OF DESTRUCTION SERVICES

A) Destruction Services (Shelf Service, Off-Site Storage Services)

Regular destruction services: Records are shelved. The boxes are viewed at the contractor's site, or were retrieved from the Contractor's site and sent to a city site for review. After review, a determination is made whether boxes are eligible for destruction, and returned to the Contractor's site for destruction or refiled into the City's inventory. Contractor will provide destruction and recycling services in accordance with the Agreement. This service prepares box for destruction and proceeds with destruction. The Contractor will provide a destruction affidavit, various types of destruction reports with associated expenses upon request (refer to the Management Report section), equipment necessary to conduct on-site review (approved at the user department level), and accept a State Disposal Certificate. The Contractor will accept an acknowledgment form, a Record Management Service Request Form, a list of box numbers, and any other related form approved by DGS.

The allotted time period to submit requests for destruction after review is three business work week. If conflicts/disputes arise or a discrepancy exists with adding an authorized name to manage the destruction program, the three weeks begins after the name(s) is/are submitted to the Contractor.

Destructions are approved by DGS and communicated in a format acceptable to DGS. The user department will be submitting destruction requests directly to the Contractor, after approval from DGS.

REGULAR DESTRUCTION FEES:

1) Records retrieved from the contractor's warehouse and delivered and reviewed at a city site.

The city will be invoiced for the following expenses: Retrieval fee (for pulling box off the shelf); Transportation fee (for vehicle use), Transportation Handling (for laborer handling the box and moving it to the truck/van), and a delivery service fee.

1a) After box review, boxes are returned to the Contractor's site: The City will be invoiced for the following expenses: Transportation and Handling fees, a pickup service charge, and a destruction fee. The city will not be charged a refile fee, provided the Record Management Service Request form (or similar request) is sent within the allotted time period of three business work-week, after box review. The contractor will place a justification code and/or a hold status code for boxes returned to inventory. This/these codes will justify why the boxes were not destroyed at no cost to the city.

2) Records retrieved from the contractor's site and reviewed at the Contractor's site (On-site) The Contractor considers this activity an "Internal Project" (see Onsite Review Section of this Agreement):

The city will be invoiced for the following expenses: Retrieval fee, staging/viewing area beyond the 5 days per request allotted by the Contractor, destruction fee, and Miscellaneous Archived Services (e.g. equipment, etc. when needed and approved by the user department in a form acceptable to DGS or user department.).

2a) Records determined eligible for destruction and/or returned to inventory:

If records are identified for destruction, the City will be invoiced for destruction services. Upon review of the boxes, the Contractor will accept an approved Disposal Certificate, an approved Record Management Service Request with box numbers to be destroyed on the last day of the box review. Under this process, the city will not be charged a refile fee, unless the records are returned to inventory pending an approved Disposal Certificate, and it's maintained in inventory beyond the allotted three weeks mentioned.

The user department may opt to destroy boxes at a later date, or determined boxes are not eligible for destruction. In this instance, the Contractor will charge the City a refile fee, unless the request for destruction is submitted to the Contractor within three business work-week from the last day of the box review. The contractor will place a justification code and/or a hold status code for boxes returned to inventory. This/these codes will justify why the boxes were not destroyed at no cost to the city.

B) Direct Destruction - HIPAA (Non-shelf service) Contractor will provide destruction services and recycling in accordance with this Agreement. The Contractor will follow the HIPAA requirements for destruction. The Contractor will pickup paper documents and deliver them to the destruction site. The Contractor will provide documentation (e.g. destruction affidavit or similar form which includes purpose for destruction). The contractor will accept an acknowledgment form from the City, and/or the State approved Disposal Certificate, a Record Management Service Request form, and any other related forms provided by DGS.

DIRECT DESTRUCTION - HIPAA FEES

The City will be invoiced a shredding special project fee plus an additional cost per box for **Off-site** service.

C) DIRECT DESTRUCTION - Non-HIPAA (Non-Shelf service)

Contractor will provide destruction services and recycling in accordance with this Agreement. The Contractor will pickup paper documents and deliver them to the destruction site. The Contractor will provide documentation (e.g. destruction affidavit or similar form which includes purpose for destruction). The Contractor will accept an acknowledgment form from the City, or a State approved Disposal Certificate, a Record Management Service Request Form, and any other related forms provided by DGS.

DIRECT DESTRUCTION NON-HIPAA FEES

The City will be invoiced a shredding special project fee plus an additional cost per box for **Off-site** shredding service.

15. PERMANENT WITHDRAWALS

Permanent Withdrawal is the permanent box number removal from the Contractor's database of a record containing information on a City box/container. The City will be invoiced for Permanent Withdrawal based upon the total cubic feet of the box associated with the permanent withdrawal request multiplied by the rate listed in the proposal page prices.

Should DGS or the user department request the Contractor to permanently withdraw a box number or destroy a box on its own without the services of the Contractor, then no further charges will be invoiced for the box permanently withdrawn or destroyed. In this instance, the vendor is required to accept city documents for processing (e.g. letter/memo, etc.), and the Contractor will provide all necessary documentation (e.g., box number withdrawn include justification) and a copy to DGS indicating the requestor's name, the justification and any other pertinent information. The Contractor will withdraw the box number from their system, and enter justification data/information as instructed by the City, at no cost to the city. If the City later finds the box containing the box number previously withdrawn, the Contractor will reinstate the box number at no cost to the City. Upon request by the user departments, the Contractor will provide reports showing box numbers withdrawn, separate reports for project cleanup of boxes and files, associated costs (includes month-to-month to year-to-year comparison analysis), and follow the requirements set forth in section 16 entitled Database of this Agreement.

Upon request by DGS and other user departments, for tracking purposes, and efficiency, the contractor will provide reports, consistent with the requirements in section 16 entitled "Database" to the User Departments with the following: box numbers identified as withdrawn from the system, justification for withdrawal (e.g. due to destruction, boxes retrieved but not returned, etc), requester's name, date requested, and any box reinstated into the warehouse system, free of charge to the City.

16. DATABASE

Web access to the database will be provided to DGS and User Departments by the Contractor at no charge. The Contractor will be responsible for entering all required information into the database.

The database shall include but not be limited to, and shall be searchable by, all of the following fields: originator of the document/request and Liaison name, type of service rendered, bar code, work order number, department ID, department, bureau, and division if applicable, major description of contents of boxes (not less than 30 character unit space), minor description further detailing box contents (not less than 30 character unit space), destruction eligibility date, status (permanent and hold), date sent to storage, number of boxes in a related group, include all previous vendor box numbers (if any), date range of documents in box, internal box numbering systems, record code and/or justification code, create date, hold date, submitter name, name of

city employee signed for pickup and delivery service/phone number, date of submission, and flexible fields. Database must be searchable by all enumerated categories.

For the City's Law Department, the database must include and be searchable by the following additional fields: case caption; matter number; originator of document; and flexible description field.

For the City's Department of Public Health, the database must include and be searchable by the following additional fields: name; date of birth; record number; patient ID; and clinic location.

The system must also provide for the electronic submissions of forms to request services (e.g. pick up/delivery, new storage, refile, retrieval and disposal) with routing approval functionality.

To the extent that boxes are placed in storage from the previous vendor, the system must have the ability to track relocated boxes by the prior vendor box numbers.

The City is presently processing boxes manually. The contractor must work with the City to develop a database transition plan acceptable to the City to phase in use of the database system, and phase out manual processing. Phase in time period should be between 2-4 months .

17. Approvals

All service requests, such as, new storage, retrieval, and refiles are approved by the DGS and other user departments.

All disposal/destruction services are only approved by DGS. The contractor is expected to include in their system, but not be limited to, the name of the original creator of the request, name of person who signed the receipt at point-of-pickup, and follow the requirements in section 16, "Database."

18. Management Reports

Upon request, and not limited to the following, the Contractor must provide reports to DGS and User Departments in cd rom and hard copy formats to better manage the City's accounts. Such reports include:

- breakdown of boxes by department/bureau/div. by user dept. and by sub-accounts when applicable;
- cost activity reports (includes a summary of activity);

cost comparative analysis report (a.k.a. trend report, includes a summary of activities)
inventory reports,
Records Consolidation Initiative includes space reduction savings v expenses over years and months stored;
various types of destruction reports; (includes hold and justification codes, space reduction savings v expenses over years and months stored, etc);
permanent withdrawal (with retrieval and without)
unreturned box reports;
re-pack and re-lid reports (includes justification),
code reports (justification and holds);
annual/monthly data report (show type of delivery, new storage/retrieval/refile/rush/moves/etc data);
monthly address (show type of service rendered, work order number, request date, contact name/originator of the request, etc.);
On-site review report (internal project).
Address pickup/delivery report (monthly to reconcile with invoices)
Damaged boxes
An attempt communication report

All data entered by the Contractor must be made available to generate reports in a form acceptable to DGS and free of charge to the City. When a system or a procedure is changed, the City may need reports not mentioned. Upon request, the Contractor will provide these reports at no cost to the City, in a format acceptable to the user department.

19. ON-SITE REVIEW

The Contractor must have adequate space at their facility for City personnel to be able to review boxes. Space will be available within a week for DGS or the User Departments by the Contractor. Upon request, DGS or User Departments may have exclusive use of the review space for a maximum of 15 business days per month. Space will be made available for multiple user departments requiring on-site review during the same period. For use of the space for more than 15 business days per month, DGS and user departments may be invoiced the amount set forth in the *pricing proposal*. Note: Approvals are needed by the User Department to extend beyond fifteen (15) business days.

Some Departments may need further assistance in determining box life cycle by accessing the Internet. The contractor must provide access to the public Internet for these types of purposes.

Upon site review, the contractor will accept the necessary paperwork from DGS and the

authorized city employee(s) for record destruction. An employee may choose to refile and/or destroy records on the same day of the onsite review, provided he or she has a disposal certificate, and/or acknowledgment form, and a request from the User Department. Documentation and methods may include the following: e.g. DGS provide a request form, attachments which includes the box numbers, an approved current disposal certificate and/or acknowledgment form (see Destruction section of this Agreement). Once the employee determines a box is eligible for destruction, than the Contractor will proceed in permanently removing the box number from their system charged by cubic foot.

Boxes returned to inventory may have a “hold or Justification Status” placed until the City releases the codes and the Contractor proceeds with destruction procedures (includes permanently withdrawing box number).

Also, after review, some files/boxes may identified as “held for convenience” and should be destroyed. An acknowledgment form must be completed by the employee, approved by DGS, and presented to the Contractor to proceed with destruction and box number cancellation. This form will identify if the employee was trained on the Local Records Act and has the ability to make a sound decision to destroy such documents. The acknowledgment form will be created by the User Departments, approved by DGS, and the Contractor will be responsible for entering all required information listed into the database.

The Contractor will assign a work order number, or a similar tracking method for all on-site reviews and a report or reports will be generated, at no charge to the city. A report(s) will be generated by the contractor upon request by the User Department in a format acceptable to the user department. The report will include permanent withdrawal numbers, the cleanup project data and/or onsite project review data containing, request date, and/or on-site review date, box numbers, person or persons at the site, which boxes were destroyed, box description information, destruction date (if applicable), which boxes were refiled, what documents were submitted, e.g. request form, approved disposal certificate, acknowledgment form, associated costs/savings, etc. Various types of reports may be needed by the city, contingent upon the type of research conducted (*see section 14 Destruction*).

20. BILLING REQUIREMENTS

Invoices for User Departments are to be submitted directly to the User Departments or other authorized city departments at their addresses listed in the attached sheet (**Attachment B**), and will be paid directly by the User Departments. All other invoices are to be submitted to DGS

The Contractor must submit an original invoice on a monthly basis, for work completed the prior month to DGS, and other user departments. The invoice must detail the charges for each department and related sub-accounts (where applicable). All invoices must reference the City contract number and commodity codes. If a Contractor has more than one contract with the City,

separate invoices must be prepared for each contract in lieu of combining items under the same invoice. DGS must be notified, in writing, of all sub-contracts associated with this Agreement.

DGS and user department' invoices must be based on a monthly fiscal calendar and must contain the following information, but not limited to the following: contact name, invoice number, invoice date, work order number, box number(s), date of service, contact name, commodity code (see http://www.window.state.tx.us/procurement/com_book/index.html), cost per line item listed; work order number, box number(s), description of service rendered, quantity, unit of measure, rate and dollar amount, and to provide consistency in period dates use a monthly fiscal calendar from the 30 or 31st. Attachments must include monthly department or sub-accounts worksheets and an account department summary sheet which shows sub-total and grand total.

Ancillary charges or similar line item name which captures expenses associated with records storage must be approved by the user department with additional detailed information to justify charges. The city has the right to reject this charge if the detailed data has been omitted. Such detailed data includes, type of services rendered, commodity code, cost, quantity, unit of measure, contact name on the Request Management Service Request form, work order number, box numbers, date of service, follow the requirements set forth in the "Database" section of this Agreement. Note: only an authorized person from the user department level can authorize this expense and this name must be recorded in the contractor's system and added to the invoice.

Charges reflected on the proposal sheet shall be the charges for the entire contract period. No escalation of charges are permitted.

Contractor shall establish an account for DGS and an account for every user departments after receiving approval from DGS. In no event may invoices be submitted unless an account has been authorized in writing by DGS. Each City department that are included on the DGS account (other than user department) must have a sub account and DGS must approve the creation of all sub accounts. No invoices may be sent to DGS unless there is an approved sub account on the invoice.

The Contractor must have an accounting/billing system that includes at a minimum the ability to generate and track both current and archived invoices and able to track all categories in the database.

The Contractor, at the request of DGS or user department, provide copies of past invoices. The Contractor must also be able to regenerate all invoices for 5 years after the contract expires. Contract expires after the City ceases services and the City's property (e.g. boxes, etc.) have been returned by the Contractor and according to specifications to be provided by the City.

The Contractor must, upon the City's request, provide the documentation to reconcile and audit invoices deemed necessary by the City (including but not limited to request form with work order

number, retrieval form, receipts with work order numbers and other documents created as part of the pick up/retrieval and delivery process).

The contractor will not bill the city for multiple pickups or deliveries for the same address during the same service call (see Section 9 for details).

The Contractor may not charge interest fees on invoices.

At no charge to the City, the Contractor will respond to daily phone-call inquiries, inclusive of inquiries on boxes, discrepancies (e.g., recording and billing), inquiries on all other services it provides and status of City records, regardless if DGS or user departments process requests manually or electronically.

The Contractor must provide all services enumerated in the scope and may only charge for the items set forth in the price list.

The city has the right to reject any charges for services not rendered in accordance to the terms and conditions specified within this Agreement, this includes, but is not limited to accounts not approved by DGS.

21. DAMAGE RESTORATION

The Contractor is responsible for the storage, handling and maintenance of records in accordance with the Local Records Act. If records are damaged at the Contractor's facility or at any time while in the Contractor's possession, the Contractor, at its own expense, must restore the documents, boxes, lids, or media to an acceptable condition, as determined by the city. The City will not be responsible for any additional costs resulting from damage sustained to boxes or records contained within the subject boxes.

22. CONTRACT CLOSE OUT REQUIREMENTS

The Contractor will be required to release all boxes, records and media within the City inventory at the end of the contract period. The Contractor must also release to the City all information pertaining to the City inventory and stored in the Contractor database. At the end of the contract period, all information in the database shall be provided to DGS in a format and media required by and/or acceptable to DGS.

At the end of the contract period, the entire City inventory of boxes shall be placed on the Contractor's dock for pick up at a time mutually agreed upon by the City and Contractor. If the City and the Contractor can not mutually agree upon a day and time, the Contractor must yield to the City's preferred day and time to pick up the boxes. The contract close-out and release of the

City inventory will be executed by the Contractor at no cost to the city. No additional charges, such as retrieval from facility, labor and supplies to wrap and place the boxes on the dock/skids and database annotation shall be allowed.

A copy of the database described in Section entitled "Database" must be provided to DGS in a format acceptable to DGS at no cost to the city.

24. TRAINING REQUIREMENTS

Contractor must provide training to DGS and other departments regarding the use and capabilities of the database, free of charge. Number of training sessions will be determined on a as needed basis throughout the life-cycle of the contract.

25. SPECIAL REQUIREMENTS

A. Law

See Section entitled "Database."

B. General Services

Box numbers

Contractor must grandfather all box numbers previously assigned by other vendors, at no charge to the city. There may be one, three, five box numbers previously assigned. Regardless of the count, the contractor must include these numbers into their database and easily be searchable and accessible by the contractor upon request by the user departments. This service applies to all user departments at no cost to the City.

City Addresses

A Contractor must always render services to the addresses provided on the Record Management Service Request, and in accordance with the terms and conditions of this Agreement, or the city has the right to reject the charges. The Contractor will provide monthly address reports with related expenses incurred at no cost to the city. This report will provide data required to identify buildings eligible for pre-schedule pickup and deliveries which may fluctuate month to month.

Master Department Account

After three phone call attempts made by the Contractor, to the names listed on the Record Management Service Request form and attachments [requester(s) and department Liaison(s)]

within three business days of receipt request, the Contractor will automatically transfer the data to a Master account. The Contractor is expected to send an email notification to the user department about the transfer detailing justification, e.g. request date on the form, time, phone number, number of attempts, name, work order number, etc., at no additional cost to the City. The Contractor will provide an "attempt communication report," upon request from the user department for monitoring purposes at no cost to the City.

C. Emergency Management

All drivers picking up documents from OEMC must be in uniform and have valid state and company identification. Drivers of the Contractor who service OEMC must produce proof of criminal background checks. The contractor must perform quarterly background checks on the employees, and provide copies of the checks to OEMC quarterly. Pick ups must be done in unmarked vehicle, and all security procedures at OEMC must be adhered to.

OEMC documents are to be retained in a vault with intrusion detection controls of the vault area. The OEMC requires secure offsite disk and record storage services for various sensitive media and other important information. Media includes magnetic tapes and 911 calls stored on the Computer Aided Dispatch (CAD) system data tapes used by the OEMC. By its nature of retaining phone/voice messages, CAD has unique (significant) retention volume. HOW MUCH??

D. Public Health

Destruction Procedures

The Federal Health Insurance Portability and Accountability Act (HIPAA) poses certain requirements on the destruction of confidential health information. Contractor must at all times destroy documents in accordance with HIPPA requirements.

The Health Department requires various services to better manage its records:

Reference Inquiry: Contractor is instructed by the Health Department to identify what's on the outside of the boxes, verify if a certain file is in the box, etc.

Computer Search on-line: When Health Department calls to place an order and the Contractor's associate is required, after hours, to make multiple searches within the system for one file or box.

Misc Archives Services: Misc items used in a special project/internal project such as carts used to move files/boxes. Other user departments are able to use this service.

D. Chicago Police Department

The Chicago Police Department manages its own storage, and only uses off-site shredding

services, an on-call - no scheduled service. The contractor shall provide shredding services (see Section for Recycling), billed directly to the Police Department. All other user departments are not permitted to use such services unless they are using remote storage services, or approved in writing by DGS.

26. CITY'S PAPER STORAGE PRESENT QUANTITIES

Presently, the City has in storage approximately 289,000 cubic feet of documents in approximately 242,500 boxes.

27. PROPOSAL PAGE PRICING - DETAILS TO ASSIST IN PRICING

The Contractor will provide the following services at no additional cost to the City:

- x Data entry services per container is reflective on all transactions, free of charge to the city, e.g., Record Management Service Request form and related forms, inclusive of bar code information, work order number. For records sent for destruction, the data entered is to track the termination of the box inclusive of the destruction affidavit and other forms provided by the City. For retrieval and refiles, the data entered is for updating and tracking, includes work order numbers, name and phone number of city employee working with contractor's driver for drop-off and delivery pickup services, etc. For on-site review (Internal Projects), data will be tracked to either refile boxes to storage or for destruction.
- Re-sorts - No charge. Do not include in pricing schedule. In instances where boxes/cartons/tubes with permanent records were incorrectly coded by the prior vendor for standard or regular storage, the City will review the documents for damage and potential document repair/ replacement. No charge should be assessed for processing these boxes/cartons/tubes if the prior vendor and the new Contractor is the same vendor. All other corrections will be reflected as a computer record change. See above.
- Justification Status Codes - No charge. Do not include in pricing schedule. In stances where boxes/cartons/tubes with justification status codes were recorded on the Transmittal sheets, entry will not be charged, since the data entered is part of the "receiving and entry" charge already embedded in the new filing charge. While the boxes are maintained at the Contractor's facility, the City will provide, when necessary, justification codes. The Contractor will work with the user departments in developing their user departments codes to better manage their records.
- Destruction Holds - No charge. Do not include in pricing schedule. In stances where destruction holds are placed (including adding justification codes), the city will not be charged for the cost of computer record change to

reflect placing a destruction hold on City identified tote box/carton/ tube/other approved container in the inventory.

- **Supplies – No Charge** - Contractor provides transmittal sheets and labels to the User department and its designees at no charge to the city. Record Management Service Request and other city related attachments are CITY OF CHICAGO documents; therefore, no associated costs are incurred. All of these documents mentioned are used to process the CITY OF CHICAGO public records.
- **Scheduled Pick Ups** - City will pre- schedule pickups at no additional cost. The Contractor will contact the City the day before pick up schedule for confirmation of box count, etc. (total maximum of boxes per day is 200 per address). The Contractor will notify the user department via email and phone message.

The cost to store tote boxes/cartons/tubes includes any and all peripheral costs (e.g. labor, materials, security, pest control, insurance). **The following are additional details to assist in the pricing, by type of service offered.**

Administrative Fee

This fee is for the itemized billing and summaries charged per month.

Computer Record Change

This service is for entering data for moving accounts from one account to another and charged per occurrence. Errors made by the Contractor are not to be charged to the City.

Regular Storage :

The cost for storing records in standard storage at the Contractor facility(ies). The cost is per cubic foot, per month.

Vault– Temperature Control - Annual Storage:

Standard Vault storage: Annual vault storage items. The cost for storing records in a temperature controlled environment at the current Contractor facility(ies). The cost is per cubic foot, per month.

New Storage

New Storage is the cost to store records in the Contractor facility for the first time for the first month, or partial month of storage. After the first month of storage, New Storage is converted to Regular Storage and the city will be charged through the Regular Storage pricing and line item. The cost is per cubic feet, per month.

Receiving and Entry

Service includes Receiving information pertaining to New Storage from the City and entering that data into the Contractor database for future reference. The

aforementioned information will be transmitted to the Contractor by forms created by or acceptable to the City and forwarded to the Contractor. The data entered begins the box history, e.g. forms include the Record Management Service Request, the box description form (transmittal), and other related and required forms. The cost for this service is per cubic feet in price sheet.

Catalog Indexing

Contractor removes box lid and key in each file within the new storage box. The new storage box service was picked-up from a city site to allow User Department to recall items at the file level from a box based on patient name/number etc. This service is calculated per unit.

Transportation Handling

Transportation Handling service is the cost charged to the city for the labor required to move inventory to/from the Contractor's possession to/from the City facility. The city will be charged per cubic feet of inventory transferred per pick-up/delivery. The city will be charged the same rate whether service is provided via the Contractor or an outside courier.

Retrieval, Carton

Retrieval service is for boxes previously stored at the Contractor's site and pulled-off the shelf. Retrieval charges include Retrieval Fee calculated per cubic foot.

Retrieval - file

The retrieval file(s) is/are pulled from the boxes rather than sending the entire box. Retrieval file is calculated per file pulled.

Refile, Carton

Refiles are returned cartons previously requested by the User Departments. Box is placed back on the shelf, and is calculated per cubic foot.

Refile - File

Refile - File is a file returned previously requested by one of the User Departments and placed back in its container stored at the Contractor's warehouse. This service is calculated per unit.

Refile - Interfile

The Interfile occurs when the contractor files a page(s)/document(s) within an existing file in a box. This service is calculated per unit/page.

Destruction

Destruction services is the standard or regular box destruction services includes preparation, secure shredding of items stored/shelf at the warehouse. The cost is

inclusive of the destruction affidavit, acknowledgment form and/or other related approved form. This service is calculated by cubic foot.

Direct Destruction - HIPAA (non-shelf service)

Direct Disposal includes moving boxes from the City location to the Contractor disposal area, the cost of the destruction of the HIPAA protected records in the tote box/carton/tube/other approved container in compliance with HIPAA requirements, to reflect the destruction status, and the processing of the destruction affidavit. This service is calculated by cubic foot.

Direct Destruction – Non-HIPAA (Non-Shelf service)

Some User Departments may request direct destruction when the retention has been met, or when records are held for convenience. The records are picked up from a City location, and sent directly to the Contractor's destruction area for destruction. The City is charged for shredding service and a per box destruction fee. The Contractor will provide a destruction affidavit or similar form. The Contractor will accept an acknowledgment form, a Record Management Service Request and/or related forms for destruction.

Permanent Withdrawal

Permanent withdrawal is the cost of canceling the box number off the contractor's system. This charge is calculated per cubic feet. A box number can be reinstated at no cost to the city.

Empty Containers

Empty boxes/cartons/containers/tubes for the purposes of storing public records. Only the User Departments are authorized to order empty storage containers with lids. The following are the suggested sizes, but not limited to these sizes

- 1.2 cubic foot carton with lid (10 per bundle - # 2000A)
- 2.4 cubic foot carton with lid (10 per bundle - #2000 Letter/legal)
- 3.6 cubic foot carton with lid (10 per bundle - #Ltr/Lgl)
- #844 Check Carton
- Small Tube Carton (5 per bundle)
- Medium Tube Carton (5 per bundle)
- Large Tube Carton (5 per bundle)
- #2200 X-Ray Carton
- X201 X-Ray Box

Re-Pack

Replacing eroded containers/tubes, maintaining the same box numbers, and provided notification to the User Departments of each occurrence via a monthly report for billing/audit purposes. The city will be charged a per unit cost.

Re-Lid

Replacing eroded lids, and providing notification to the User Departments of each occurrence via monthly report billing/audit purposes. The city will be charged a per unit cost.

Standard Storage - Contract Termination

Standard Storage Contract Termination consists of approximately 300,000-350,000 tote boxes/cartons/tubes/other approved containers held by the Contractor or City locations at the end of the Agreement life cycle, inclusive of any optional extensions of the agreement that were granted. These records are to be transferred from their present storage location at the Contractor facility or user department location to the successor contractor facility(ies). Costs include retrieval of records, temporary storage, costs for the transfer of all record management detail (present inventory and location status, updated historical destruction reports, etc.), withdrawing box numbers, in a format usable by the successor contractor. This is a lump sum for this service.

Vault Storage - Contract Termination

Vault Storage Contract Termination consists of approximately 6,000-10,000 tote boxes/cartons/tubes/other approved containers held by the Contractor at the end of the Contract life, inclusive of any optional extensions of the Agreement that were granted. These records are to be transferred from their present storage location at the Contractor facility or user department location to the successor contractor facility(ies). Costs include retrieval of records, temporary storage, costs for the transfer of all record management detail (present inventory and location status, updated historical destruction reports, etc.), in a format usable by the successor contractor. This is a lump sum for this service.

**FURTHER PRICING INFORMATION OF REQUESTED SERVICES BASED
SERVICING TIME TABLES/STANDARDS:****Pick Up and Delivery Service**

The Pick Up and Delivery Service is an added cost charged to the City for the use of the Contractor's vehicle for the purpose of transferring city inventory to/from a city facility to/from the Contractor warehouse. The exact charge is determined according to the priority of the pick up or delivery service required by the City, and specifically, as either Next Day, Half Day, Rush or Emergency. This service is calculated per delivery to an address, unless this service is pre-scheduled at which time the city will not incur a cost. The city will be charged for one Pick Up or Delivery Service per address if the delivery is to multiple departments, bureaus, divisions, sections, etc. within the one address. The city will be charged the same rate whether service is provided via the Contractor or an outside courier.

Half Day Delivery/Pickup

Half Day Delivery/Pickup service is provided by the Contractor for a same day request in accordance to the Agreement as specified in the response time. This is an added cost and calculated per unit. The city will be charged the same rate whether service is provided via the Contractor or an outside courier.

Next Day Delivery

Next Day Delivery service is provided by the Contractor for the next following day, and in accordance to the Agreement as specified in the response time. This is an added cost and calculated per unit. The city will be charged the same rate whether service is provided via the Contractor or an outside courier.

Rush Delivery - Carton

Rush Delivery service (business day) is provided by the Contractor within 3 hours from the time of receipt, and in accordance to the Agreement as specified in the response time. This is an added cost and calculated per unit. The city will be charged the same rate whether service is provided via the Contractor or an outside courier.

Rush Delivery - File

Rush Delivery service (business day) is provided by the Contractor within 3 hours from the time of receipt, and in accordance to the Agreement as specified in the response time. This is an added cost and calculated per unit. The city will be charged the same rate whether service is provided via the Contractor or an outside courier.

Rush Pickup

Rush pickup service (business day) is provided by the Contractor by the next following day, and in accordance to the Agreement as specified in the response time. This is an added cost and calculated per unit. The city will be charged the same rate whether service is provided via the Contractor or an outside courier.

Ancillary Services

Necessary Services required by the City to implement a successful Records Management initiative. Must be pre-approved by the City.

28. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory.

LINE CODE	Description	UOM	Price
1	9629575050 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - REGULAR STORAGE (PER CUBIC FOOT)	Cubic Feet	\$ 0.215
2	9629575040 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - NEW STORAGE (PER CUBIC FOOT)	Cubic Feet	\$ 0.215
3	9629575449 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - RETRIEVAL (PER CUBIC FOOT)	Cubic Feet	\$ 1.75
4	9629575448 RETRIEVAL - CARTON - RUSH (PER CUBIC FOOT)	Cubic Feet	\$ 5.26
5	9629575400 RETRIEVAL - FILE FROM CARTON (PER FILE)	Each	\$ 2.34
6	9629575402 RETRIEVAL - FILES - RUSH (PER FILE)	Each	\$ 7.01
7	9629575634 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - DESTRUCTION (PER CUBIC FOOT)	Cubic Feet	\$ 2.13
8	9629575350 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - STORAGE IN A TEMPERATURE CONTROLLED ENVIRONMENT / VAULT, PER SPECIFICATION (PER CUBIC FOOT)	Cubic Feet	\$ 0.60
9	9629575861 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PICKUP AND DELIVERY SERVICE, NEXT DAY DELIVERY, PER SPECIFICATION	Each	\$ 16.25
10	9629575862 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PICKUP AND DELIVERY SERVICE, HALF DAY DELIVERY, PER SPECIFICATION	Each	\$ 46.73
11	9629575863 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PICKUP AND DELIVERY SERVICE, RUSH DELIVERY, PER SPECIFICATION	Each	\$ 93.46
12	9629575826 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - CATALOG INDEXING	Each	\$ 0.53
13	9629575900 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - RECEIPT OF NEW CARTON FOR STORAGE (PER CUBIC FOOT) RECEIVING AND ENTRY	Cubic Feet	\$ 1.36
14	9629575920 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - REGULAR REFILE, CARTON (PER CUBIC FOOT)	Cubic Feet	\$ 1.75
15	9629575922 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - REGULAR REFILE, FILE TO CARTON (PER FILE)	Cubic Feet	\$ 2.34
16	9629575910 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - REGULAR INTERFILE, FILE (PER FILE)	Cubic Feet	\$ 6.37
17	9629575840 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PERMANENT WITHDRAWAL WITHOUT RETRIEVAL (PER CUBIC FOOT)	Cubic Feet	\$ 2.66
18	9629575841 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PERMANENT WITHDRAWAL WITH RETRIEVAL (PER CUBIC FOOT)	Cubic Feet	\$ 4.41
19	9629575830 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - LABOR FOR ADDITIONAL SERVICES QUOTED ON PER PROJECT BASIS	Hour	\$ 48.00
20	9629575890 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PURCHASE OF 1.2 CUBIC FOOT CARTON WITH LID, 10 PER BUNDLE	Bundle	\$ 34.10
21	9629575891 STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PURCHASE OF 2.4 CUBIC FOOT CARTON WITH LID, 10 PER BUNDLE	Bundle	\$ 40.50

LINE CODE	Description	UOM	Price
22	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PURCHASE OF 3.6 CUBIC FOOT CARTON WITH LID, 10 PER BUNDLE	Bundle	\$ 45.50
23	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PURCHASE OF SMALL TUBE CARTON, 5 PER BUNDLE	Bundle	\$ 25.50
24	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PURCHASE OF MEDIUM TUBE CARTON, 5 PER BUNDLE	Bundle	\$ 30.50
25	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - PURCHASE OF LARGE TUBE CARTON, 5 PER BUNDLE	Bundle	\$ 35.50
26	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - OFFSITE SHRED, SEC CONSOLE	Each	\$ 10.00
27	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - OFFSITE SHRED, SEC 65 GAL	Each	\$ 15.00
28	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - TRANSPORTATION HANDLING (PER SPECIFICATION)	Cubic Feet	\$ 1.53
29	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - RE-PACK	Each	\$ 5.00
30	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS - RE-LID	Each	\$ 3.50
31	Administrative Fee	Monthly	\$ 62.80
32	Storage, Retrieval, and Destruction of City Records--Computer Record Change	Each	\$ 1.50
33	Administrative Fee	Monthly	\$ 62.80
34	Computer Record Change	Each	\$ 1.50
35	On call, Offsite Shred Trip	Each	\$ 60.00
36	On call, Onsite Shred Trip	Each	\$ 70.00
37	Call In, Offsite Shred, Box	Each	\$ 6.00
38	Call In, Onsite Shred, Box	Each	\$ 8.00
39	#200 X-Ray Carton, 25 per bundle	Bundle	\$ 98.75
40	Ancillary Services	USD	\$ 1.00
41	STORAGE, RETRIEVAL, AND DESTRUCTION OF CITY RECORDS, MISCELLANEOUS SUPPLIES.	USD	\$ 1.00

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2009

PRODUCER
Aon Risk Services, Inc. of Massachusetts
One Federal Street
Boston MA 02110 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Iron Mountain Incorporated
745 Atlantic Avenue
Boston MA 02111 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0837683310	11/01/08	11/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$25,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	BAP8376837-10	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC837683410	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
A	WC837683610		11/01/08	11/01/09	E.L. EACH ACCIDENT	\$1,000,000	
	OR/WI		E.L. DISEASE-EA EMPLOYEE	\$1,000,000			
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Sole Source Vendor

CERTIFICATE HOLDER
 City of Chicago, G689
 Attn: Mary Ann Capecci
 30 N LaSalle, Ste. 3700
 Chicago IL 60602 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc. of Massachusetts*

Holder Identifier: 570032568785 Certificate No:



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a if applicable:

Iron Mountain Information Management, Inc.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____
OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

745 Atlantic Ave.
Boston, MA 02111

C. Telephone: 800-775-6966 Fax: _____ Email: _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input checked="" type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

B.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
<u>See website</u>	

B.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<i>See website</i>	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
<i>See website</i>		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V – CERTIFICATIONS

COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No *We are publicly traded & do not know the names and/or employers of each stockholder.*

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflll.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities"

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

_____ Date: _____
(Print or type name of Disclosing Party)

By: _____
(sign here)

J. Kirk Wilton
(Print or type name of person signing)

Vice President
(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____,
at _____ County, _____ (state).

_____ Notary Public.

Commission expires: _____.

IRON MOUNTAIN INCORPORATED DIVERSITY SUPPLIER PROGRAM.

For more information, please contact Pam Szatek (617-535-8727) in the Purchasing Department, Boston, MA

Strengthening the minority, women and small disadvantaged owned business community, as well as the small business community, economically contributes to the overall economic growth and expansion of our markets. Therefore, it is an Iron Mountain Inc. company-wide policy to offer minority, women and small disadvantaged owned businesses an opportunity to compete on an equal basis with all other bidders. In addition, Iron Mountain Inc. will assist in developing and strengthening the aforementioned business types.

OVERVIEW

Effective January 1, 1999, Iron Mountain Inc. has adopted a Diversity Supplier Program. This program will be provided to all Iron Mountain buyers, contractors and corporate decision-makers as a sourcing tool for supplier management and individual procurement requirements. Iron Mountain will provide the reports mentioned below to all upper-management officials on a quarterly basis. The Diversity Supplier Program will be administered by the Purchasing Department of Iron Mountain, Inc. located in Boston, MA.

For the purpose of Iron Mountain's policy, a Diversity Supplier will include Minority-owned businesses, Women-owned businesses, Small and Small Disadvantaged businesses as defined below:

- A minority owned business is a company that is at least 51% owned, managed & controlled by one or more minority persons (Black American, Hispanic American, Native American, or Asian American).
- A women owned business is a company that is at least 51% owned, managed & controlled by one or more women (Criteria and size standard is set forth at 13 CFR 121).
- A Small Disadvantaged Business is a small business that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 per cent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent of its stock unconditionally owned by one of these entities which has been its management and daily business controlled by members of an economically disadvantaged Indian tribe (Criteria and size standard is set forth in 13 CFR part 124).
- A Small Business is independently owned and operated, not dominant in its field and qualifies as a small business as defined by the U.S. Small Business Administration by Standard Industrial Classification (SIC) Codes.

This section includes:

- Sourcing Procedure
- Tracking Criteria
- Performance Measurement
- Affiliation Information
- Reporting
- Benefits
- Training
- Classification
- Appendixes & Terms

SECTION 1

SOURCING PROCEDURE

In every case, Iron Mountain will consider sourcing a Diversity Supplier for all procurement needs. The following are the two PHASES in which an Iron Mountain buyer, contractor, or other corporate decision-maker is required to source procurement from a minority, women owned and small disadvantaged business (this process is exclusive to sourcing diversity suppliers only).

PHASE 1.

A designated Iron Mountain buyer, contractor, or other corporate decision-maker establishes or is notified of a need for a product or service. The buyer is then required to source that supplier need.

PHASE 2.A

The buyer should refer to the National Minority Supplier Development Council (NMSDC), Minority Business Information System (MBISYS) and/or the regional councils provided by the corporate office to identify certified minority & women businesses that meet their sourcing needs. If the buyer locates a minority, women owned or small disadvantaged business, and the general preliminary requirements (location, availability, service/product) have been met, the buyer is then required to give the supplier the opportunity to compete for our business.

Note: in this instance the buyer is also expected to source other suppliers for this same service and/or product to maintain a competitive environment amongst our suppliers.

PHASE 2.B

If the buyer has chosen a supplier from the MBISYS, the supplier has already met the minority, women owned or small disadvantaged business requirements. The buyer must acquire the Diversity Supplier Certification from the specified affiliation or from the supplier.

Note: Suppliers Certifications need to be verified with a minority, women owned and small disadvantaged business affiliation since it has been common for a buyer to receive False Certifications (See explanation below) from suppliers.

SECTION 2

Tracking

In order to stay competitive and meet general marketplace requirements, Iron Mountain will monitor all direct Diversity Suppliers. Below are the criteria that will be reported to upper management on a quarterly basis:

- Names and descriptions of all Diversity Suppliers
- Total dollars subcontracted to Diversity Suppliers (Current Quarter/Year to Date)
- Percentage of total contracted dollars
- Percentage variance over previous quarter

In collaboration with the Accounting Department, all Diversity Suppliers information will be monitored on a monthly basis. The Diversity Supplier Coordinator will maintain a database containing the following information:

- Supplier name, location & contact
- Presence: national, regional, and local
- Certification information
- Initiation date
- Accounting criteria (Oracle data)
- Product or service
- Financial data (reported)

SECTION 3

Performance Measurement

Iron Mountain will evaluate the performance of Diversity Suppliers through Quantitative and Qualitative measurements.

Quantitative - Reflects the Iron Mountain's use of minority, women owned and small disadvantaged suppliers (i.e., the measurement of annual purchase dollars, percent increases of periods of time, percents of total purchases, total dollar value of purchases, etc.).

Qualitative - Reflects the service relationship and/or the quality of the product purchased from specific minority, women owned and small disadvantaged suppliers (i.e., the measurement of service level, quality of product and overall competitiveness).

As part of the reporting structure, these measurements will be reviewed on a quarterly basis with quantitative results published to upper management (see section 5).

SECTION 4

Affiliation Information

Iron Mountain, Inc. will record and maintain all affiliation information in the Diversity Supplier database. The following information will be available to review:

- Membership listings (list of all Minority Business & Women Business Associations)
- Contacts with diversity trade associations
- Contacts with business development organizations
- Documentation to support internal activities to encourage district buying
- Workshops, seminars, training programs, etc.
- Monitoring activities to evaluate current program
- Contact names
- Memberships

SECTION 5

Reporting Structure

Measurement reports (See Section 3) will be updated each quarter and posted on the Purchasing & Procurement Homepage.

SECTION 6

Benefits

A Supplier Diversity Program provides the following benefits to Iron Mountain and the overall community in which Iron Mountain operates:

- Increased opportunities to buy locally, regionally or nationally to ensure good source of supply
- Better quality of products and services resulting from competition for Iron Mountain's business
- Competitive edge when seeking government procurement opportunities that require firms to make every effort to use minority & women businesses
- More personalized service from companies since they typically are smaller & more eager to obtain our business
- Enhanced community relations and positive publicity based on the perception of Iron Mountain as a good corporate citizen
- Greater flexibility within a small business, allowing the supplier to adjust more quickly to our business needs

SECTION 7

Training

The Iron Mountain Diversity Supplier Coordinator & Purchasing Department will actively educate and train all buying personnel as to the program function and development. Training materials will be developed, updated and distributed quarterly to all Iron Mountain districts actively participating in the program (Not yet available). The Diversity Supplier Coordinator will ensure the success of the program through constant communication with the applicable affiliations and district buying management.

SECTION 8

Classification

Iron Mountain, Inc. will require the following Diversity Classification Information from each supplier:

- References & certifications compliance
- Type of business & classification (corp., sole proprietorship)
- Minority classification
- Percentage of ownership

- Current supplier capabilities
- Specific goods or services the supplier can offer Iron Mountain and/or any direct supplier

Note: The above information will be requested through a formal information request form sent by the Purchasing to the Company's. The completed form is required for continued service. The supplier will be allowed a period of 90 days from the established start date to return the completed form to the Iron Mountain Purchasing Department.

SECTION 9

Appendixes & Terms

Direct vs. Indirect Supplier - A direct supplier is one that provides services or products directly to Iron Mountain for purpose of revenue growth. An indirect supplier is one that provides services or products to a direct supplier of Iron Mountain.

NMSDC -National Minority Supplier Development Council, one of the country's leading business membership organizations, was chartered in 1972 to provide increased procurement & business opportunities for minority businesses of all sizes. The NMSDC network includes a national office in New York and 43 regional councils across the United States.

Supplier - A business that provides/furnishes another with services and/or products

Buyer - A person or business that purchases products or services

Bona fide - genuine, real, made in good faith (agreement)

False certification - A certification that is unauthorized and faulty; which may result in civil fines of up to \$100,000 for an individual, \$1million for a competing contractor and competing contractors and individual representatives of competing contractors may be subject to imprisonment not to exceed 5 years for knowingly and willfully violating the Procurement Act.

Category	Q3 2008 Spend	% of Total Diversity	% of Total Spend
SBE	\$ 46,540,472.00	95.95%	35.24%
WBE/MBE	\$ 4,808,531.00	9.91%	3.64%
WBE	\$ 3,385,644.00	6.98%	2.56%
MBE	\$ 1,422,887.00	2.93%	1.08%
VET	\$ 288,312.00	0.59%	0.22%
SDB	\$ 32,130.00	0.07%	0.02%
8(a)	\$ 10,730.00	0.02%	0.01%
MWBE	\$ 2,509.00	0.01%	0.00%
HUBZone	\$ 20,015.00	0.04%	0.02%
DBE	\$ 80,980.00	0.17%	0.06%
DVET	\$ 5,687.00	0.01%	0.00%

Total Diversity Spend \$ 48,504,774.00
Total Spend \$ 132,081,246.00

Total Diversity % 36.72%

Certification Type	Supplier	NAICS	Q1 2008	Q2 2008	Q3 2008	Q4 2008	Grand Total
MBE	A&G CLEANING SERVICES	561700	\$ 9,640.00	\$ 11,600.00	\$ 11,120.00	\$ -	\$ 32,360.00
MBE	AAA FIRE & SAFETY EQUIP CO INC	423900	\$ 862.22	\$ -	\$ -	\$ -	\$ 862.22
MBE	ABC DISPOSAL SERVICES INC	562119	\$ 182.39	\$ 193.11	\$ 198.00	\$ -	\$ 573.50
MBE	ACE PEST CONTROL INC	561710	\$ -	\$ 621.00	\$ 857.00	\$ -	\$ 1,478.00
MBE	ACME TOPS & TUNES	811121	\$ -	\$ 112.50	\$ -	\$ -	\$ 112.50
MBE	ADVANCED BUSINESS COMPUTE	811212	\$ 142.50	\$ 639.18	\$ -	\$ -	\$ 781.68
MBE	AERONET WORLDWIDE INC	488510	\$ 4,122.75	\$ 5,044.12	\$ 4,588.00	\$ -	\$ 13,754.87
MBE	AFC WORLDWIDE EXPRESS	488510	\$ 1,151.11	\$ -	\$ 21,400.00	\$ -	\$ 22,551.11
MBE	AJASA TECHNOLOGIES, INC	541614	\$ -	\$ 3,567.00	\$ -	\$ -	\$ 3,567.00
MBE	ALL AMERICAN DOORS	444190	\$ -	\$ 995.90	\$ -	\$ -	\$ 995.90
MBE	ALL IN ONE INC	541810	\$ -	\$ 493.52	\$ -	\$ -	\$ 493.52
MBE	ALLEGANT GLOBAL SERVICES LLC	561210	\$ 82.00	\$ -	\$ -	\$ -	\$ 82.00
MBE	ALLEGANT GLOBAL SVCS LLC	561210	\$ 813.08	\$ -	\$ -	\$ -	\$ 813.08
MBE	ALPHA IDENTIFICATION INC	323119	\$ -	\$ -	\$ 335.00	\$ -	\$ 335.00
MBE	ALPINE ELECTRIC LP	238210	\$ 742.81	\$ 1,220.45	\$ -	\$ -	\$ 1,963.26
MBE	AMEEN AYOOB	518210	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ -	\$ 27,000.00
MBE	AMERICAN ALARMS INC	423610	\$ -	\$ -	\$ 63.00	\$ -	\$ 63.00
MBE	AMERICAN LADDERS & SCAFFOLDS INC	332323	\$ -	\$ -	\$ 1,011.00	\$ -	\$ 1,011.00
MBE	AMERIPRISE FINANCIAL	523930	\$ 238.19	\$ 255.37	\$ -	\$ -	\$ 493.56
MBE	ANCHOR STAFFING	561310	\$ 91,451.57	\$ 97,447.69	\$ 118,783.00	\$ -	\$ 307,682.26
MBE	ANDERSON MEDICAL P C	621111	\$ 350.00	\$ 410.00	\$ 420.00	\$ -	\$ 1,180.00
MBE	APEX COURIER LTD	484110	\$ 275.83	\$ 468.31	\$ 138.00	\$ -	\$ 882.14
MBE	ARTCRAFT COMPUTER FORMS CORP	443120	\$ 347.17	\$ -	\$ -	\$ -	\$ 347.17
MBE	BAL SEAL ENGINEERING	339112	\$ -	\$ -	\$ 193.00	\$ -	\$ 193.00
MBE	BATAVIA SERVICES INC	444130	\$ -	\$ 374.50	\$ -	\$ -	\$ 374.50
MBE	BECKER FAMILY ENTERPRISES LLC	541330	\$ 2,850.00	\$ 2,750.00	\$ -	\$ -	\$ 5,600.00
MBE	BOBCAT COMPANY	811420	\$ -	\$ 23,694.00	\$ 28,067.00	\$ -	\$ 51,761.00
MBE	BUILDING CONTRACTORS INC	561720	\$ 1,109.54	\$ 1,524.09	\$ 2,089.00	\$ -	\$ 4,722.63
MBE	C & R LANDSCAPE	221310	\$ 1,790.00	\$ 2,685.00	\$ 2,685.00	\$ -	\$ 7,160.00
MBE	CAREERS USA C/O BANK ATLANTIC	561311	\$ 137,326.27	\$ 138,465.05	\$ 130,835.00	\$ -	\$ 406,626.32
MBE	CASTERS WHEELS & IND HANDLING	332999	\$ 874.43	\$ 803.82	\$ -	\$ -	\$ 1,678.25
MBE	CENTURY MAINTENANCE INC	561720	\$ 22,752.17	\$ 42,396.24	\$ 41,948.00	\$ -	\$ 107,096.41
MBE	CENTURY PLUMBING & ELECTRICAL SVC	238210	\$ 155.00	\$ -	\$ -	\$ -	\$ 155.00
MBE	CHOICE CARE OCCUPATIONAL MEDICINE	621111	\$ 350.00	\$ 100.00	\$ 105.00	\$ -	\$ 555.00
MBE	CLEANNET OF PHILADELPHIA	812320	\$ 4,716.94	\$ 3,401.34	\$ 3,402.00	\$ -	\$ 11,520.28
MBE	CLEANNET USA OF ATLANTA	561720	\$ 15,558.46	\$ 15,931.31	\$ 17,919.00	\$ -	\$ 49,408.77
MBE	COMMONWEALTH COMMERCE CENTER LLC C/O	531210	\$ 40,601.79	\$ 42,328.73	\$ 41,508.00	\$ -	\$ 124,438.52
MBE	COMMUNICATION MANAGEMENT INC	541690	\$ -	\$ 6,489.02	\$ -	\$ -	\$ 6,489.02
MBE	CONCENTRIC SYSTEMS INC	443120	\$ -	\$ 135.91	\$ -	\$ -	\$ 135.91
MBE	CONSOLIDATED SERVICES	323110	\$ 6,960.35	\$ 6,274.33	\$ 6,785.00	\$ -	\$ 20,019.68
MBE	CONTINENTAL BLDG MNTNC INC	561720	\$ 9,057.00	\$ 10,674.00	\$ -	\$ -	\$ 19,731.00
MBE	COURTESY BUILDING SERVICES INC	561720	\$ 23,670.74	\$ 20,080.26	\$ 765.00	\$ -	\$ 44,516.00
MBE	CP LEASING INC	561612	\$ 105.09	\$ -	\$ -	\$ -	\$ 105.09
MBE	DHS WORLDWIDE	541511	\$ 3,170.46	\$ 5,717.07	\$ 7,174.00	\$ -	\$ 16,061.53

MBE	DIRECTRON COM	518210	\$	-	\$	626.75	\$	-	\$	626.75
MBE	DOMINION LOCK AND SECURITY INC	238990	\$	458.05	\$	-	\$	293.00	\$	751.05
MBE	DSS CONSULTING	561320	\$	3,419.07	\$	8,869.17	\$	2,665.00	\$	14,953.24
MBE	DUNHAM EXPRESS CORP	484110	\$	-	\$	105.67	\$	-	\$	105.67
MBE	EARL G GRAVES LTD	511120	\$	-	\$	-	\$	321.00	\$	321.00
MBE	EFILLIATE INC	443120	\$	958.13	\$	108.86	\$	-	\$	1,066.99
MBE	EL PASO KEY FITTING CO INC	561622	\$	-	\$	218.12	\$	-	\$	218.12
MBE	ELECTRO GATE CARRIBBEAN INC	811310	\$	120.00	\$	-	\$	320.00	\$	440.00
MBE	FACSIMILE PAPER CONNECTION CORP	423430	\$	1,086.05	\$	2,014.28	\$	518.00	\$	3,618.33
MBE	FIRE ADE INC	423990	\$	-	\$	851.97	\$	-	\$	851.97
MBE	FIRE ALARM SERVICES, INC	423610	\$	-	\$	177.00	\$	-	\$	177.00
MBE	FIVE STAR AUTO FIRE PROTECTION LLC	561621	\$	140.73	\$	-	\$	-	\$	140.73
MBE	FM RESOURCES	453210	\$	-	\$	2,667.73	\$	2,280.00	\$	4,947.73
MBE	FORD GRAPHICS	561439	\$	-	\$	-	\$	84.00	\$	84.00
MBE	FUNCTION ENGINEERING INC	541330	\$	-	\$	115.87	\$	-	\$	115.87
MBE	GLOBAL TELECOM INC	237130	\$	-	\$	220.00	\$	275.00	\$	495.00
MBE	GM LANDSCAPES	334414	\$	2,372.64	\$	2,487.39	\$	1,110.00	\$	5,970.03
MBE	GOODE TRASH REMOVAL INC	562111	\$	1,856.81	\$	1,931.05	\$	1,226.00	\$	5,013.86
MBE	GPH BOILER & MECHANICAL SVCS	238220	\$	3,593.37	\$	5,028.13	\$	1,380.00	\$	10,001.50
MBE	GRANITE BROADCASTING	611519	\$	-	\$	-	\$	161.00	\$	161.00
MBE	GUEVARA HIPPARD & JAMES PC	541110	\$	-	\$	592.18	\$	-	\$	592.18
MBE	GURROLA REPROGRAPHICS INC	561439	\$	1,994.75	\$	3,558.93	\$	16,582.00	\$	22,145.68
MBE	HOUSTON CITY OF	511110	\$	-	\$	115.00	\$	130.00	\$	245.00
MBE	INDUS INTERNATIONAL INC	518210	\$	936.14	\$	236.55	\$	237.00	\$	1,409.69
MBE	INGENIUM COROPRATION	541511	\$	-	\$	-	\$	70.00	\$	70.00
MBE	INTACT TECHNOLOGY INC	541511	\$	230,912.00	\$	-	\$	-	\$	230,912.00
MBE	INTEQ CORPORATION	238910	\$	990.00	\$	-	\$	-	\$	990.00
MBE	INTERCEPT MOBILE PATROL INC	561612	\$	1,701.00	\$	1,689.00	\$	-	\$	3,390.00
MBE	J & R SERVICES	561720	\$	528.75	\$	387.75	\$	582.00	\$	1,498.50
MBE	JANCO JANITORIAL	561720	\$	1,805.22	\$	1,805.22	\$	1,806.00	\$	5,416.44
MBE	JANI KING OF RALEIGH DURHAM	561720	\$	1,595.00	\$	735.00	\$	735.00	\$	3,065.00
MBE	JOE GARCIA CO	236115	\$	-	\$	-	\$	5,240.00	\$	5,240.00
MBE	KING FIRE & SAFETY	423990	\$	330.50	\$	-	\$	-	\$	330.50
MBE	KRA CORPORATION	518111	\$	17.31	\$	-	\$	-	\$	17.31
MBE	LASER PRINTER TECHNOLOGY INC	811212	\$	344.54	\$	1,128.88	\$	-	\$	1,473.42
MBE	LASER TECHNOLOGIES	811212	\$	344.54	\$	-	\$	214.00	\$	558.54
MBE	LAWRENCE STREET INDUSTRIES LLC	562119	\$	-	\$	-	\$	424.00	\$	424.00
MBE	MADEN TECH CONSULTING INC	541511	\$	-	\$	63.30	\$	-	\$	63.30
MBE	MANAGED BUSINESS SOLUTIONS	541512	\$	-	\$	-	\$	1,526.00	\$	1,526.00
MBE	MANAGED BUSINESS SOLUTIONS LLC	541512	\$	-	\$	-	\$	2,437.00	\$	2,437.00
MBE	METRO OVERHEAD DOOR INC	444190	\$	202.00	\$	776.00	\$	227.00	\$	1,205.00
MBE	MIAMI CLERK OF THE CIRCUIT CT	811118	\$	-	\$	150.00	\$	-	\$	150.00
MBE	MID-SOUTH ROOF SYSTEMS, INC	238110	\$	3,982.00	\$	-	\$	-	\$	3,982.00
MBE	MVM INC	561611	\$	-	\$	42.99	\$	-	\$	42.99
MBE	NORTHERN VA PLANT PEOPLE LLC	561730	\$	840.00	\$	849.00	\$	822.00	\$	2,511.00

MBE	OMEGA COMPUTER FORMS & PRINTING CO	236115	\$	1,328.99	\$	2,475.54	\$	1,417.00	\$	5,221.53
MBE	P E SYSTEMS INC BDI	541690	\$	320.50	\$	-	\$	-	\$	320.50
MBE	PACHECO BROTHERS GARDENING	561730	\$	1,158.00	\$	2,331.90	\$	1,158.00	\$	4,647.90
MBE	PANACEA CONSULTING INC	541511	\$	-	\$	-	\$	127.00	\$	127.00
MBE	PINKARD BRAND CONSULTING LLC	541611	\$	878.75	\$	475.00	\$	-	\$	1,353.75
MBE	POLY SERVICES INC	423830	\$	6,339.75	\$	-	\$	-	\$	6,339.75
MBE	PROTECTCO INC	423990	\$	1,192.09	\$	-	\$	-	\$	1,192.09
MBE	QUICK SORT INC	541860	\$	-	\$	14,283.84	\$	12,548.00	\$	26,831.84
MBE	R & R SCAFFOLDING LTD	423810	\$	1,813.13	\$	1,943.59	\$	1,431.00	\$	5,187.72
MBE	RAINIER PALLET CORP	423310	\$	-	\$	64.80	\$	-	\$	64.80
MBE	RAPID RESPONSE MARKETING	541613	\$	13,764.10	\$	1,737.20	\$	260.00	\$	15,761.30
MBE	REPROGRAFIA	561439	\$	373.88	\$	118.85	\$	294.00	\$	786.73
MBE	REVENUE COLLECTIONS BUREAU	561440	\$	60.00	\$	-	\$	-	\$	60.00
MBE	RHINOTEK COMPUTER PRODUCTS	325910	\$	2,326.08	\$	6,059.01	\$	4,997.00	\$	13,382.09
MBE	RIVER CITY LOCK & KEY	561622	\$	-	\$	124.02	\$	-	\$	124.02
MBE	SAFETY & SECURITY SERVICES, INC	561612	\$	50.00	\$	-	\$	-	\$	50.00
MBE	SAN JOSE NETWORKS	238210	\$	1,020.00	\$	1,014.00	\$	-	\$	2,034.00
MBE	SANTOS WHOLESALE FLORIST	453110	\$	1,397.28	\$	2,046.64	\$	507.00	\$	3,950.92
MBE	SECURITY INTEGRATION GROUP	561621	\$	4,612.00	\$	140.00	\$	1,960.00	\$	6,712.00
MBE	SIGN SHARES	541930	\$	-	\$	-	\$	3,560.00	\$	3,560.00
MBE	SIR SPEEDY	323110	\$	4,705.63	\$	-	\$	4,529.00	\$	9,234.63
MBE	SIR SPEEDY PRINTING OF BLOOMFIELD	323110	\$	691.26	\$	1,834.90	\$	40.00	\$	2,566.16
MBE	SOFTWARE HOUSE INTERNATIONAL INC	443120	\$	1,449,260.68	\$	1,103,758.08	\$	819,316.00	\$	3,372,334.76
MBE	STEVE WOLFF & ASSOCIATES INC	541410	\$	510.00	\$	510.00	\$	676.00	\$	1,696.00
MBE	STRAPCO INC	314991	\$	360.00	\$	-	\$	300.00	\$	660.00
MBE	STREAMLINE COMMUNICATION CORP	541614	\$	-	\$	895.00	\$	-	\$	895.00
MBE	SUPERVISED SERVICES OF VA INC	561720	\$	1,460.00	\$	1,495.00	\$	1,695.00	\$	4,650.00
MBE	SWEEPING BEAUTY	221320	\$	360.00	\$	360.00	\$	360.00	\$	1,080.00
MBE	SWISHER HYGIENE	561790	\$	12,887.05	\$	4,903.24	\$	3,692.00	\$	21,482.29
MBE	SYSTEMS & DATA INTEGRATORS	811212	\$	-	\$	-	\$	132.00	\$	132.00
MBE	TAHOE SPRINGS WATER	312112	\$	918.03	\$	1,467.91	\$	-	\$	2,385.94
MBE	TARGET TEMPS LLC	561320	\$	47,472.39	\$	82,838.95	\$	54,537.00	\$	184,848.34
MBE	TECHEXCEL	443120	\$	-	\$	1,050.00	\$	-	\$	1,050.00
MBE	TELECOMMUNICATIONS SYSTEMS	517310	\$	-	\$	52.30	\$	-	\$	52.30
MBE	THE GUESS GROUP	-	\$	-	\$	86.06	\$	-	\$	86.06
MBE	THOMAS BROTHERS LANDSCAPING INC	561730	\$	-	\$	200.00	\$	750.00	\$	950.00
MBE	THOMAS FIRE AND SAFETY	453998	\$	-	\$	-	\$	1,561.00	\$	1,561.00
MBE	THOMAS KENNEDY SAMPSON	541110	\$	194.46	\$	-	\$	-	\$	194.46
MBE	TISCHER & CO INC	453998	\$	-	\$	185.80	\$	127.00	\$	312.80
MBE	TRANSWEST TRUCKS INC	441110	\$	-	\$	131.11	\$	18.00	\$	149.11
MBE	UNITED BUSINESS TECHNOLOGIES INC	541614	\$	13,720.00	\$	-	\$	-	\$	13,720.00
MBE	UNITED BUSINESS SOLUTIONS	423420	\$	3,664.23	\$	3,395.14	\$	1,761.00	\$	8,820.37
MBE	VALLEYWOOD INDUSTRIES INC	321920	\$	-	\$	-	\$	1,750.00	\$	1,750.00
MBE	VARIANT MICROSYSTEMS	323110	\$	5,069.13	\$	2,014.43	\$	7,052.00	\$	14,135.56
MBE	WESTERN PAPER COMPANY	424100	\$	5,901.51	\$	5,876.27	\$	2,984.00	\$	14,761.78

Certification Type	Supplier	NAICS	Q1 2008	Q2 2008	Q3 2008	Q4 2008	Grand Total
MWBE	ALPHA IDENTIFICATION INC	323119	\$ -	\$ -	\$ 335.00	\$ -	\$ 335.00
MWBE	BUNN COMMUNICATIONS INC	443112	\$ 361.80	\$ 100.00	\$ -	\$ -	\$ 461.80
MWBE	EXECUTIVE STAFFING SERVICES INC	561311	\$ 17,910.02	\$ 24,165.14	\$ -	\$ -	\$ 42,075.16
MWBE	FERGUSON SUPPLY AND BOX MFG	322212	\$ 965.25	\$ 1,173.24	\$ 1,231.00	\$ -	\$ 3,369.49
MWBE	FORMS & SUPPLY INC	453210	\$ 1,647.03	\$ 346.59	\$ 206.00	\$ -	\$ 2,199.62
MWBE	INGENIUM COROPRATION	541511	\$ -	\$ -	\$ 70.00	\$ -	\$ 70.00
MWBE	KIL MOR EXTERMINATING CO INC	561710	\$ 540.00	\$ 630.00	\$ 540.00	\$ -	\$ 1,710.00
MWBE	MADEN TECH CONSULTING INC	541511	\$ -	\$ 63.30	\$ -	\$ -	\$ 63.30
MWBE	PANACEA CONSULTING INC	541511	\$ -	\$ -	\$ 127.00	\$ -	\$ 127.00
MWBE	RONCO COMMUNICATIONS	443112	\$ 192.50	\$ -	\$ -	\$ -	\$ 192.50
MWBE	TELECOMMUNICATIONS SYSTEMS	517310	\$ -	\$ 52.30	\$ -	\$ -	\$ 52.30

Grand Total	\$ 21,616.60	\$ 26,530.57	\$ 2,509.00	\$ 50,656.17
Percent (Total Diversity Spend)	0.04%	0.03%	0.01%	0.03%
Percent (Total Spend)	0.01%	0.02%	0.00%	0.01%