235 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

May Session of the January Adjourned **Term. 20** 26

In the County Commission of said county, on the 7th **day of** May **20** 26

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Change Order #1 in connection with the fuel systems improvement project. The terms of the Change Order are attached and Commissioner Thompson as liaison Commissioner for this project, and Director Greg Edington, are authorized to sign the same.

Done this 7th day of May 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Change Order

Project:

New Turnkey Fuel Systems for

Boone County Road & Bridge

And Boone County Sheriff's Office

Bid # 43-28OCT24

Change Order # 01

Date of Issuance: 4/14/2026

Contract Date: 1/14/2025

Change Order Number 01:

The Contract is changed as follows:

Add additional sub-panel breaker box and breakers at the Tom Bass facility to accommodate a shunt-trip design to the power side of the system. The additional panel/breakers cost $4,383.00.

Add an additional FMU unit (FM Live) to the Hallsville site. If the old system was left in place, fuel keys would have been non-compatible between the Tom Bass and Jail fuel sites. Cost for the change is $13,072.25.

Deduct Rock and Hauling fees for Boone County Road & Bridge work at the Jail fuel site. The cost to the contract is a deduct of $15,783.81.

The original contract sum was	$1,200,003.63
Sub-panel addition	$4,383.00
FMU Live at Hallsville location addition	$13,072.25
County rock hauling and fees	($15,783.81)
Net contract change	$1,671.44
New contract amount including this change order	$1,201,675.07

Contractor	Owner	Owner's Representative
MSPE	Boone County, MO	Boone Co Road & Bridge
Steve Brandt	Janet M. Thompson	Greg Edington
President	District II Commissioner	Director
By Steve Brandt	By	By
Date 4/14/2026	Date 5/7/2026	Date



Fredericktown • Columbia • Kansas City • Springfield • St. Louis

"Quality Equipment, Superior Service"

No. E1037

TAKEN BY	ORDERED BY	JOB PHONE	DATE	EXPIRATION DATE
Jared	Greg Edington	573-449-8515	04/02/26	05/02/26

Boone County Public Works
5551 Tom Bass Road
Columbia, Mo. 65201

Same

Scope of Work for MSPE

Extra price to supply the electrical sub panel, breakers, etc. at the Boone County Public Works building

*** Terms 1- Net upon completion ***

QTY.	PART #	DESCRIPTION	PRICE	TOTAL
1		Sub Panel, breakers, etc	$3,123.00	$3,123.00
		Non-Taxable Equipment Sub-Total		$3,123.00
1		Labor	$1,260.00	$1,260.00

Installation Total	$1,260.00
Equipment Total	$3,123.00
Total Quote	$4,383.00

X _____ 4/2/26
Mid-State Petroleum Equipment, Inc Employee Signature — Date

X _____
Customer Signature — Date

I hereby authorize the above listed work to be completed as a work order at the prices listed
this contract is in addition to any current contract with Mid-State Petroleum Equipment, Inc.

INVOICE NO
30133

Mid-State Petroleum Equipment

14601 Allison Industrial Drive
PO Box 80
Hallsville, MO 65255
Phone: (573) 696-3103
Fax: (573) 696-2317

"Quality Equipment, Superior Service"

CUST Boone County Public Works
Email Invoice
5551 S. Tom Bass Road
Columbia, MO 65201

SITE Boone County Public Works
780 E. Highway 124
Hallsville, MO 65255

ACCOUNT NO	ORDER NUMBER	ORDERED BY	INVOICE DATE	TERMS	DUE DATE
BOCOPW	24000	Greg E / Robbie	3/3/2026	Net 10	**3/13/2026**

DESCRIPTION Upgrade fuelmaster to FM Live.

RESOLUTION 1/9/26 Upon arrival called Robert and submitted the initialization form to get the new FMU going. Started taking everything apart and continued swapping the hardware. Once all the new hardware was installed and the unit was power on, was able to get in contact with FuelMaster, they completed the start up. Ran some tests to check counts. Called Robert to let him know were were done and he said he would come up so we could do more testing. He could not get his key to work. Called FuelMaster and determined the screws were too tight on the back of the reader. Once they were loosened, the keys read correctly on all keys that were tested.

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
LA	5	LABOR	95.00	475.00*
STF-UPG5710	1	FMLIVE, UPGRADE, CELLULAR, PROKEE, POWER COND, 2-4 HOSE	12,597.25	12,597.25

* means item is non-taxable

Item Total	13,072.25
Installation Surcharge	0.00
TOTAL AMOUNT	**13,072.25**

You may request to receive invoices via email by calling 573-696-3103,
or by emailing mbjohann@midstatepetro.com.
We accept Visa, Mastercard, & Discover!

Rock Hauled for Jail

Date	Ticket #	Truck #	Material	Tonnage	Unit Price	Total
6/25/2025	100185493	1734	3/8" Clean Burlington Washed	12.96	$20.00	$259.20
6/25/2025	100185494	1717	3/8" Clean Burlington Washed	12.80	$20.00	$256.00
6/25/2025	100185495	1724	3/8" Clean Burlington Washed	13.13	$20.00	$262.60
6/25/2025	100185496	1735	3/8" Clean Burlington Washed	14.52	$20.00	$290.40
6/25/2025	100185497	1736	3/8" Clean Burlington Washed	14.87	$20.00	$297.40
6/25/2025	100185505	1715	3/8" Clean Burlington Washed	14.06	$20.00	$281.20
6/25/2025	100185515	1717	3/8" Clean Burlington Washed	13.70	$20.00	$274.00
6/25/2025	100185516	1734	3/8" Clean Burlington Washed	13.40	$20.00	$268.00
6/25/2025	100185520	1724	3/8" Clean Burlington Washed	13.49	$20.00	$269.80
6/25/2025	100185532	1715	3/8" Clean Burlington Washed	13.64	$20.00	$272.80
6/25/2025	100185535	1736	3/8" Clean Burlington Washed	12.81	$20.00	$256.20
6/25/2025	100185551	1717	3/8" Clean Burlington Washed	13.47	$20.00	$269.40
6/25/2025	100185552	1734	3/8" Clean Burlington Washed	13.97	$20.00	$279.40
6/25/2025	100185562	1715	3/8" Clean Burlington Washed	13.84	$20.00	$276.80
6/25/2025	100185568	1736	3/8" Clean Burlington Washed	13.45	$20.00	$269.00
6/26/2025	100185672	1716	3/8" Clean Burlington Washed	14.40	$20.00	$288.00
6/26/2025	100185673	1735	3/8" Clean Burlington Washed	14.18	$20.00	$283.60
6/26/2025	100185675	1736	3/8" Clean Burlington Washed	15.00	$20.00	$300.00
6/26/2025	100185677	1718	3/8" Clean Burlington Washed	13.34	$20.00	$266.80
6/26/2025	100185698	1718	3/8" Clean Burlington Washed	15.35	$20.00	$307.00
6/26/2025	100185699	1716	3/8" Clean Burlington Washed	14.16	$20.00	$283.20
6/26/2025	100185702	1735	3/8" Clean Burlington Washed	14.53	$20.00	$290.60
6/26/2025	100185705	1736	3/8" Clean Burlington Washed	14.51	$20.00	$290.20
6/26/2025	100185723	1735	3/8" Clean Burlington Washed	14.31	$20.00	$286.20
6/26/2025	100185725	1718	3/8" Clean Burlington Washed	14.36	$20.00	$287.20
6/26/2025	100185726	1716	3/8" Clean Burlington Washed	14.19	$20.00	$283.80
6/26/2025	100185727	1736	3/8" Clean Burlington Washed	14.94	$20.00	$298.80
6/26/2025	100185750	1735	3/8" Clean Burlington Washed	14.16	$20.00	$283.20
6/26/2025	100185751	1718	3/8" Clean Burlington Washed	14.69	$20.00	$293.80
6/26/2025	100185752	1736	3/8" Clean Burlington Washed	14.33	$20.00	$286.60
6/26/2025	100185765	1718	3/8" Clean Burlington Washed	14.15	$20.00	$283.00
6/26/2025	100185776	1735	3/8" Clean Burlington Washed	15.26	$20.00	$305.20
6/26/2025	100185777	1736	3/8" Clean Burlington Washed	14.05	$20.00	$281.00
6/26/2025	100185779	1718	3/8" Clean Burlington Washed	15.41	$20.00	$308.20
6/26/2025	100185792	1716	3/8" Clean Burlington Washed	14.20	$20.00	$284.00
6/26/2025	100185855	1736	3/8" Clean Burlington Washed	12.50	$20.00	$250.00
6/26/2025	100185858	1718	3/8" Clean Burlington Washed	13.23	$20.00	$264.60
6/26/2025	100185861	1735	1" Clean	13.62	$16.55	$225.41
6/26/2025	100185870	1718	3/8" Clean Burlington Washed	13.90	$20.00	$278.00
6/26/2025	100185899	1735	1" Clean	14.36	$16.55	$237.66
6/26/2025	100185903	1718	3/8" Clean Burlington Washed	13.09	$20.00	$261.80
6/26/2025	100185906	1736	3/8" Clean Burlington Washed	15.17	$20.00	$303.40
6/26/2025	100185947	1735	1" Clean	14.46	$16.55	$239.31
6/26/2025	100185950	1718	3/8" Clean Burlington Washed	12.69	$20.00	$253.80
6/26/2025	100185952	1736	3/8" Clean Burlington Washed	13.69	$20.00	$273.80
				630.34		$12,460.38

6/25/2025				
Truck Number	Truck Rate	Truck Driver	Labor Rate	Inputted Hours
1715	$35.34	Walker B.	$33.04	3.5
1717	$35.34	Parker Sapp	$28.41	3
1724	$35.34	Stacy Tatum	$35.61	5
1734	$35.34	David Noble	$39.05	3
1735	$35.34	Randy Sercu	$28.41	1
1736	$35.34	Vernon Mulling	$25.89	2

6/25/2025	
Total Labor Cost	$576.26
Total Truck Cost	$618.45

6/26/2025				
Truck Number	Truck Rate	Truck Driver	Labor Rate	Inputted Hours
1716	$35.34	Jason King	$36.39	8
1718	$35.34	Stacy Tatum	$35.61	8
1735	$35.34	Maximus Cook	$26.84	8
1736	$35.34	Vernon Mulling	$25.89	8

6/26/2025	
Total Labor Cost	$997.84
Total Truck Cost	$1,130.88

Total Labor Costs for 2 Days - $1,574.10
Total Truck Costs for 2 Days - $1,749.33

236 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

May Session of the January Adjourned **Term. 20** 26

In the County Commission of said county, on the 7th **day of** May **20** 26

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision to move the D4H software to OEM's budget.

Done this 7th day of May 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

RECEIVED

APR 15 2026

BOONE COUNTY AUDITOR

BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION

4/15/26
EFFECTIVE DATE

FOR AUDITORS USE

Dept	Account	Dept Name	Account Name	(Use whole $ amounts) Transfer From Decrease	Transfer To Increase
2700	86850	011/EM Non-Departmental	Contingency	9,950	
2702	70100	OEM	Software Subscriptions		9,950
				9,950	9,950

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To move the D4H software to OEM's budget

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

☐ A schedule of previously processed Budget Revisions/Amendments is attached
☐ Unencumbered funds are available for this budget revision.
Comments: Cover Class 7 Agenda

Auditor's Office

PRESIDING COMMISSIONER | DISTRICT I COMMISSIONER | DISTRICT II COMMISSIONER

EcoOnline

Order Form

EcoOnline contracting party:	EcoOnline North America Inc.
EcoOnline address for correspondence:	207 Queen's Quay West, Suite 401 Toronto Ontario Canada M5J1A7
Customer name:	Boone County Office of Emergency Management
Customer registration number:	
Customer registered office address:	2145 County Drive Columbia Missouri USA 65202
Customer address for invoicing (if different):	N/A

Software and services ordered:

Applicable Fees:

Subscriptions

Quantity	Product Name	Timeline Detail	Sales Price
1.00	D4H Operations Center - Incidents - Advanced	Coordinate medium sized teams with confidence. Centralize information and keep everyone up to date. 50 Users 5 Channels	USD 9,950.00
1.00	D4H Team Manager – Incident Reporting - Basic	Enable teams to assess operations, enhance decision-making, and showcase the genuine value of your organization. Up to 100 Incidents per year	USD 0.00
1.00	D4H Cloud Plan - Basic	Support package designed for non-critical operations with minimal support requirements. - Full Implementation & Configuration Guidance - Customer Support Help Desk - Comprehensive Help Center Documentation - Multi Factor Authentication	USD 0.00
		Subscriptions Total:	USD 9,950.00

The Fees shall be payable by Customer annually in advance for each year during the Subscription Term. The first payment shall be due on the Services Commencement Date, and thereafter subsequent payments shall be due on each and every anniversary thereof during the Subscription Term.

Commencement Date:	The Services under this Order Form shall commence on April 30th, 2026
Subscription Term:	12 months from the Commencement Date above.

Authorized Users:	Boone County Office of Emergency Management's employees
Special conditions:	N/A

EcoOnline

Additional notes:	

This Order Form outlines the Services that will be delivered to Customer. This Order Form is a legally binding document which is entered into under and in accordance with the Master Services Agreement at https://www.ecoonline.com/en-us/msa/.

SIGNED ON BEHALF OF ECOONLINE:	SIGNED ON BEHALF OF THE CUSTOMER:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

MAINSCR BOONE Core Budget Description - View Only ADAARON 13:23:49

Year 2026 Dept 2700 911/EM NON-DEPARTMENTAL Finalized Y 4/15/26

Account 86850 CONTINGENCY

2025 Bdgt 185,635 YTD % of Bdgt 2025 Est Est % of Bdgt

Description		Qty	Unit Amount	Total
FOR UNFORESEEN EXP/EVENTS			25,000	25,000
AMAZON CONNECT SUPP 2701-310			68,725	68,725
DTH & EM1 SOFTWARE SUPP 2708-309&404	*		20,000	20,000
PRINTER REQUESTS	*		3,450	3,450

Bottom

Class 4,209,473 Class 2-8 4,209,473

F2=Key Scr F3=Exit F5=History
F6=Dept Supplemental Budget F10=Notes *
F12=Return F15=Summary

		% Chg
Proposed Core	25,000	
Proposed Supp		
Auditor Rev	92,175	
Commission Rev		
Total Budget	117,175	37-

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 4/15/26 13:24:35

Year 2026
Dept 2700 911/EM NON-DEPARTMENTAL
Acct 86850 CONTINGENCY
Fund 270 911/EM SALES TAX FUND

Class/Account A ACCOUNT
Account Type E EXPENSE
Normal Balance D DEBIT

Original Appropriation	117,175.00
Revisions	
Original + Revisions	117,175.00
Expenditures	
Encumbrances	
Actual To Date	
Remaining Balance	117,175.00
Shadow Balance	117,175.00

Expenditures by Period

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

MAINSCR BOONE Core Budget Description - View Only ADAARON 13:29:11

Year 2026 Dept 2702 EMERGENCY MGMT OPERATIONS Finalized Y 4/15/26

Account 70100 SOFTWARE SUBSCRIPTIONS 2025 Est 21,408

2025 Bdgt 21,408 YTD 19,587 % of Bdgt 92 Est % of Bdgt 100

Description		Qty	Unit Amount	Total
BITLY		1	350	350
BRIDGE4PS PRO LICENSES			15,000	15,000
CANVA PRO		1	1,400	1,400
HOOTSUITE SOCIAL MEDIA MGMT		1	3,500	3,500
SURVEY MONKEY		1	1,450	1,450
BRIDGE 4PS PRO LICENSES	*	1	13,000	13,000
COMMANDER 1 SIREN SOFTWARE	*	1	8,300	8,300
ADOBE		3	110	330

Class 634,487 Class 2-8 1,158,628

		Bottom % Chg
Proposed Core	21,700	236
Proposed Supp	21,300	
Auditor Rev		
Commission Rev	330	
Total Budget	43,330	102

F2=Key Scr F3=Exit F5=History

F6=Dept Supplemental Budget F10=Notes *

F12=Return F15=Summary

Not Budgeted!

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 4/15/26 13:28:55

Year	2026	Original Appropriation	43,330.00
Dept	2702 EMERGENCY MGMT OPERATIONS	Revisions	330.00-
Acct	70100 SOFTWARE SUBSCRIPTIONS	Original + Revisions	43,000.00
Fund	270 911/EM SALES TAX FUND	Expenditures	31,908.00
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	31,908.00
Account Type	E EXPENSE	Remaining Balance	11,092.00
Normal Balance	D DEBIT	Shadow Balance	11,092.00

Expenditures by Period

January	2,988.00	July	
February	28,920.00	August	
March		September	
April		October	
May		November	
June		December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Not budgeted!

237 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

May Session of the January Adjourned **Term. 20** 26

In the County Commission of said county, on the 7th **day of** May **20** 26

the following, among other proceedings, were had, viz:

Now, on this day, the County Commission of the County of Boone does hereby approve Contract C001100 (250054) with Iron Mountain Information Management, LLC for County-wide Onsite Shredding Services. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Amy Gerskin
Senior Buyer

5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonemo.gov

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: March 26, 2026
RE: ***Cooperative Contract Award*** *– C001100 from the Public Promise Procurement Contract #250054 for Offsite Document Storage and Management – Term & Supply*

The Boone County Purchasing Department requests permission to utilize the Public Promise Procurement National Cooperative contract #250054 for Offsite Document Storage and Management with Iron Mountain Information Management, LLC for county-wide, onsite, Shredding services.

This is a county-wide term and supply contract. The initial contract term is April 1, 2026, through August 31, 2030. The County may renew the contract for a maximum of five additional years.

cc: Contract File

Gen. Business - For Profit Details as of 3/26/2026

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:
General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination
Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS | Create Filing: Amended Articles Accepting Professional Corporation Law (Corp 43) | FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

Name(s)	IRON MOUNTAIN INFORMATION MANAGEMENT SERVICES, INC.	Principal Office Address	66 New Hampshire Ave Ste 100 Portsmouth, NH 03801-2920
Type	Gen. Business - For Profit	Charter No.	F01318228
Domesticity	Foreign	Home State	DE
Registered Agent	CSC-LAWYERS INCORPORATING SERVICE COMPANY 221 Bolivar St Jefferson City, MO 65101	Status	Good Standing
Date Formed	6/31/2013		
Duration	Perpetual		
Report Due	6/31/2026		

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An official website of the United States government Here's how you know

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025

See All Alerts

Records Retention Policy Impacts Old SAM Registration Data Show Details
May 21, 2025

SAM.GOV®

Home Search Data Bank Data Services Help

Search

All Words | e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | **Search Editor**

- ◯ Any Words ⓘ
- ◯ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

"Iron Mountain Information" ×

Classification

Excluded Individual

Excluded Entity

Entity Name

e.g. ABC Inc

Iron Mountain Information Management ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Docusign Envelope ID: EF12C8B5-0423-855C-81B4-B30DD8CF837F

Commission Order # 237-2026

PURCHASE AGREEMENT
FOR
ONSITE SHREDDING SERVICES – TERM AND SUPPLY

THIS AGREEMENT, C001100, dated the 7th day of May 2026, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Iron Mountain Information Management, LLC.**, herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. ***Contract Documents*** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Onsite Shredding Services** in compliance with all bid specifications and any addendum issued for the Public Promise Procurement National Cooperative Contract Number 250054, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. ***Contract Duration*** - This agreement shall commence on **April 1, 2026,** and extend through **August 31, 2030,** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **five additional years,** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. ***Purchase*** - The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

   County Offices Served: This list is not exhaustive and may be revised or updated at the County's discretion:

   a. Boone County Collector AND Boone County Clerk, Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201

   b. Boone County Emergency Management Operations, 2145 E. County Drive, Columbia, MO 65202

   c. Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202

   d. Boone County Sheriff, 2121 E. County Drive, Columbia, MO 65202

   e. Boone County Courthouse, Circuit Clerk, 705 E. Walnut Street, Columbia, MO 65201

4. ***Billing and Payment*** - All billing shall be invoiced in accordance with the bid documents and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all

Docusign Envelope ID: EF12C8B5-0423-855C-81B4-B30DD8CF837F

monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

a. Itemized invoices should be sent to each respective County office for records shredding and disposal services performed for that office.

b. It is preferred that regularly scheduled invoices are also sent to the Boone County Auditor's Office, Attn: Jennifer Market.

5. ***Binding Effect*** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. ***Entire Agreement*** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. ***Termination*** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
b. County may terminate this agreement if in the opinion of The Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
c. Termination for Convenience – The county may terminate this agreement for any reason or no reason upon thirty (30) days' written notice to the contractor, or
d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

By Signed by: Chelsea Onenuga 009072A9368D4BF...

Title Contracts Administrator

BOONE COUNTY, MISSOURI

By: Boone County Commission

Signed by: 2B83ECDD7F6E4A6...

Kip Kendrick Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by: 7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

Signed by: Brianna L. Lennon 242B827B32F14BF...

Brianna L. Lennon, County Clerk

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AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: Kyle Pieman by HR No Encumbrance Required EB91DB24AAAC49D...	4/29/2026	County-Wide Term & Supply
Signature	Date	Appropriation Account

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STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.

5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.

7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.

9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.

13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.

17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. For all bid responses over $25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.

19. Pursuant to Section 34.600 RSMo, for contracts $100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.

21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.

24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

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IRON MOUNTAIN
GOVERNMENT SOLUTIONS

Scheduled Shred

Location Details

Customer Name: Boone County | Contact Name: Amy Gerkin | Contract:
Date: 3/27/2026 | Account:

Location	Location Description	Zone	Box	Console	65	95	On Call Service	Service Type	Schedule
1	Boone County Courthouse, Circuit Clerk, 705 E. Walnut Street, Columbia, MO 65201	Zone 2			26			Onsite (MSU)	Every 4 Wks
2	Boone County Sheriff , 2121 E. County Drive, Columbia, MO 65202	Zone 2			3			Onsite (MSU)	Every 2 Wks
3	Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202	Zone 2			1			Onsite (MSU)	Every 4 Wks
4	Boone County Emergency Management Operations, 2145 E. County Drive, Columbia, MO 65202	Zone 2			1		Yes	Onsite (MSU)	On-Call
5	Boone County Collector AND Boone County Clerk, Boone County Government Center, 801 E. WalnutStreet, Columbia, MO 65201	Zone 2			6			Onsite (MSU)	Every 8 Wks
6									
7									
8									
9									
10									

Pricing Details

Location	Box Price	Console Price	65 Gallon Price	95 Gallon Price	Zone Price	Trip Minimum	Annual Trips	Bin Subtotal	Minimum Subtotal	On Call Subtotal	Zone Subtotal	Grand Total
1			$19.88		$19.88	$206.35	13	$6,719.44	$0.00		$258.44	$6,977.88
2			$19.88		$19.88	$206.35	26	$1,550.64	$3,814.46		$516.88	$5,881.98
3			$19.88		$19.88	$206.35	13	$258.44	$2,424.11		$258.44	$2,940.99
4			$19.88		$19.88	$206.35	1	$19.88	$186.47	$68.36	$19.88	$294.59
5			$19.88		$19.88	$206.35	6	$715.68	$522.42		$119.28	$1,357.38
6												
7												
8												
9												
10												
ESTIMATED ANNUAL TOTAL:								*$9,264.08*	*$6,947.46*	*$68.36*	*$1,172.92*	**$17,452.82**

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

Paper recycling surcharge adjusts monthly and is applied against secure shred services. The paper recycling surcharge is indexed to the national average of recovered paper prices as published by FastMarket RISI's PPI Pulp & Paper Week. The current monthly paper recycling surcharge information can be found at https://www.ironmountain.com/support/how-it-works/resources/paper-recycling.

Terms:
Please note, final charges may be affected by the location, quantity, type and size of material, fuel surcharges and labor time to complete. Quote does not include any applicable taxes. For the avoidance of doubt, Iron Mountain will perform services and will invoice monthly on a Firm Fixed Price per task basis for actual quantities of tasks performed. This quote is valid for 30 days from the date at the top of this quote.

Iron Mountain's performance of services under this quotation will be subject to the terms and conditions of [Contract type] by and between [Customer Entity] ("Customer") and Iron Mountain Information Management, LLC ("Iron Mountain") effective as of [DATE] (the "Agreement"), to the extent applicable, including limitations on liability and exclusion of consequential damages. Any additional or different Customer terms and conditions must be approved in writing by Iron Mountain. For avoidance of doubt, Iron Mountain shall not be liable for consequential, incidental, special, or punitive damages under any theory in connection with the performance of the services contemplated herein. Damages shall in no event exceed six months' worth of fees paid by Customer to Iron Mountain for the services contemplated herein.

Any Purchase Order issued as a result of this Proposal shall be exclusively in accordance with the terms and conditions of the Master Agreement, and must include the following language:

This Purchase Order is subject to the terms and conditions of [Contract type] by and between [Customer Entity] ("Customer") and Iron Mountain Information Management, LLC ("Iron Mountain") effective as of [DATE] (the "Agreement"). This Purchase Order shall be exclusively in accordance with the terms and conditions of the Master Agreement, even if it fails to reference the Master Agreement or contains inconsistent items. All additional or inconsistent terms and conditions in the Purchase Order, except with respect to price, quantity, and location-specific terms are expressly rejected by the parties.

In order to promote efficiency and responsiveness to our customers, Iron Mountain maintains minimum dollar thresholds by service line for orders for which we will provide a quote, and of those, we maintain dollar thresholds for orders for which we will negotiate terms and conditions.
Accordingly, if this quote is for an order less than $25,000 ($10,000 if you are a customer with previously negotiated terms and conditions), Iron Mountain will not negotiate terms and conditions and will contract only on the basis of Iron Mountain's standard terms and conditions (or the terms and conditions we have previously negotiated with you.)

This quote includes information that shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate this submission. Contains Iron Mountain confidential and proprietary information. © 2025. Iron Mountain Incorporated. All rights reserved. Iron Mountain and the design of the mountain are registered trademarks of Iron Mountain Incorporated in the U.S. and other countries. All other trademarks are the property of their respective owners.

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Participating Agreement to

Contract #250054-RFP between Maricopa County (the "Lead Agency") and Iron Mountain Information Management, LLC ("Iron Mountain") effective as of August 20, 2025 and all amendments and addenda thereto (the "Master Agreement")

By executing this Participating Agreement (hereinafter "PA"), [CUSTOMER] ("Customer") hereby agrees that Services ordered by Customer and provided by Iron Mountain will be subject to the terms and conditions of the Master Agreement. Except for the Term and Pricing of this PA, to the extent of any conflict between the Master Agreement and this PA, the terms of the Master Agreement shall control.

1. Term. Term of this PA shall be from the date of last signature below (the "Effective Date") through [DATE], unless otherwise extended or terminated in accordance with the terms of the Master Agreement or a bilateral amendment of this PA.

2. Description of Services. Services to be provided by Iron Mountain are as described in the attached Pricing Schedule ("Schedule A"), and/or Statement of Work ("SOW"). The parties may also enter into additional SOWs from time to time which shall be considered attached hereto if they reference this PA and are duly executed by both parties.

3. Pricing. Prices for Services shall be as set forth in the Master Agreement, Schedule A, and/or SOW. The total amount payable to Iron Mountain under this contract shall be $_____(the "NTE"). By signing this PA, Customer agrees to comply with the payment terms as set forth in the Master Agreement.

4. Purchase Orders. Any Purchase Order issued under this PA must include the following language:

> "This order is governed by the terms and conditions in the executed Iron Mountain Participating Agreement effective as of [DATE], and modified as required by law and regulation, and permitted by the Master Intergovernmental Cooperative Purchasing Agreement (MICPA), and as agreed to in writing by the parties."

NOTE: THE FOLLOWING OPTION TO PROPOSE ADDITIONAL TERMS IS ONLY AVAILABLE WHEN THE ESTIMATED ANNUAL CONTRACT VALUE IS OVER $25,000 AND IS SUBJECT TO IRON MOUNTAIN WRITTEN APPROVAL.

5. Participating Public Agency Subordinate Terms to the Master Agreement.

A. [Participating Public Agency approved subordinate terms here.]
B. [Participating Public Agency approved subordinate terms here.]

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IN WITNESS WHEREOF, the parties have entered into this Participating Agreement by the signatures of their respective authorized officials, effective upon the last date of signature below.

CUSTOMER:	**IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**
Individual Signing: **[print name]**	**Individual Signing:** **[print name]**
Signature:	***Signature:***
Title:	**Title:**
Signing Date:	**Signing Date:**

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SERIAL 250054-RFP OFFSITE DOCUMENT STORAGE AND MANAGEMENT

DATE OF LAST REVISION: August 20, 2025 CONTRACT END DATE: August 31, 2030

CONTRACT PERIOD THROUGH AUGUST 30, 2030

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **OFFSITE DOCUMENT STORAGE AND MANAGEMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 20, 2025**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Type

Kevin Type, Chief Procurement Officer
Office of Procurement Services

KS/mm
Attach

Copy to: Office of Procurement Services
Cynthia Zbiegien, COA

(Please remove Serial 210170-IGA from your contract notebooks)

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CONTRACT OFFSITE DOCUMENT STORAGE AND MANAGEMENT 250054-RFP

This contract is entered into this 20th day of August 2025 by and between Maricopa County (County), a political subdivision of the State of Arizona, and Iron Mountain Information Management, LLC, a New Hampshire limited liability company (Contractor), for the purchase of off-site storage and related services for the inactive and semi-inactive records of Maricopa County and Participating Public Agencies (PPAs).

1.0 CONTRACT TERM

This contract is for a term of five years, beginning on the 20th day of August 2025 and ending the 31st day of August 2030.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of five additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A – Vendor Information and Pricing.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

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5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

5.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (https://www.maricopa.gov/5169/Vendor-Information).

5.3.4 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at https://www.azdor.gov/Business.aspx. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

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5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to municipality or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.

6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

9.0 DUTIES

9.1 The Contractor shall perform all duties stated in Exhibit B – Intent and Scope of Work, or as otherwise directed in writing by the procurement officer.

9.2 Subpoena and Public Records Compliance

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9.2.1 The contractor shall cooperate with the County to comply with any lawful subpoena, court order, or public records request applicable to records stored under this contract. Upon receipt of such request, the contractor shall:

9.2.1.1 Notify the Maricopa County Information Governance Department (Department) within three business days of receiving a subpoena or request.

9.2.1.2 Provide the requested records to the Department within five business days.

9.2.1.3 Ensure that the records are delivered in a format that meets all applicable legal and regulatory requirements.

9.2.1.4 Maintain the confidentiality and security of records in compliance with the applicable laws throughout the retrieval and delivery process.

9.3 During the contract term, County may provide contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by contractor to carry out its contractual obligations.

10.0 PURCHASING REQUIREMENTS

10.1 DELIVERY

10.1.1 Delivery and pick-up of records shall be at multiple locations in Maricopa County, mostly within the Phoenix metropolitan area. The County reserves the right to establish pick-up and delivery schedules as needed. Pickup service shall be available Monday through Friday from 7:00 a.m. to 6:00 p.m. MST contractor shall fully describe their standard method of records pickup.

10.1.2 Retrievals shall be delivered to the organizational unit by courier, fax, "will call," or electronic delivery of images; with the method of delivery to be determined by the County. There shall be an available customer service area at the contractor's location to allow for auditors or other researchers to review large numbers of County (or PPAs) records. The County reserves the right to use a third-party mail delivery service for file retrieval and returns.

10.1.3 Standard Delivery – Regularly scheduled or requested pick-ups, deliveries and returns must be accomplished with next-day delivery when an order is placed by 3:00 P.M. Standard delivery should be completed before 2:00 p.m. MST, Monday through Friday. Records should be returned to storage within a similar timeframe. This type of request occurs almost daily.

10.1.4 Priority Delivery – Non-routine delivery of records must be accomplished within four hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. This type of requests occurs occasionally.

10.1.5 Rush Delivery – Emergency evening and weekend deliveries of records must be accomplished within four hours, 24 hours a day, 7 days a week, as needed. This type of request occurs very infrequently but is vital to the continuity of government in case of a local emergency or disaster.

10.1.6 In case of a regional event, delivery times will be based on a mutually agreeable timeframe between contractor and the County.

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10.1.7 Electronic Delivery – In addition to physical record delivery, contractor should have the ability to provide fax or scan-on-demand services for retrieval requests submitted by County agencies. Electronic delivery must be through a secure FTP site, encrypted email, or accessed via a web-based portal requiring authorized individuals to log-on.

10.2 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

10.2.1 Order number

10.2.2 Contractor's name and address

10.2.3 Department name and address

10.2.4 Department purchase order number

10.2.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers, and package number(s), as applicable

10.3 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

10.4 ACCEPTANCE

Upon completion of services, service delivery shall be deemed accepted and the warranty period shall begin when a) material(s)/equipment is installed (as necessary) and fully operational; and/or b) the department has deemed all service/work completed, including but not limited to, any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

10.5 CONTRACTOR EMPLOYEE MANAGEMENT

10.5.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

10.5.2 If contractor personnel's employment status changes, contractor shall provide County a list of proposed replacements with equivalent or greater experience.

10.5.3 Under no circumstances shall the implementation schedule be impacted by a personnel change on the part of the contractor.

10.5.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

10.5.5 County reserves the right to immediately remove from its premises any contractor personnel it determines to be a risk to County operations.

10.5.6 County reserves the right to request the replacement of any contractor personnel at any time, for any reason.

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11.0 TERMS AND CONDITIONS

11.1 INDEMNIFICATION

To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable relating to the performance of this contract.

11.1.1 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

11.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

11.1.3 The scope of this indemnification does not extend to the sole negligence of County.

11.2 INSURANCE

11.2.1 Contractor, at Contractor’s own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

11.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

11.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

11.2.4 Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

11.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.

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11.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

11.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

11.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

11.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

11.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

11.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

11.2.9.3 Workers' Compensation

11.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

11.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial

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Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

11.2.10 Certificates of Insurance

11.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

11.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

11.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

11.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St, Suite 910
Phoenix, AZ 85003

11.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson, Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

11.3 FORCE MAJEURE

11.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

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11.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

11.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

11.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

11.5 PROCUREMENT CARD ORDERING CAPABILITY

11.5.1 County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

11.5.2 Where permitted by law, Iron Mountain will charge a convenience fee of 3% to all customer payments made by a credit card.

11.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

11.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

11.8 PURCHASE ORDERS

11.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

11.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

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11.8.3 Any purchase order issued by PPAs that do not contain negotiated terms and conditions must contain the following language: “This order is governed by the terms and conditions of the Master Agreement 250054-RFP effective as of August 20, 2025. Any additional or different terms are hereby rejected. The laws of the state in which the Customer is located will govern for any dispute or claim resulting from this order.”

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11.8.4 Any purchase order issued by PPAs that contain negotiated terms and conditions must contain the following language: “This order is governed by the terms and conditions in the executed Iron Mountain Participating Agreement effective as of DATE, and modified as required by law and regulation, and permitted by the Master Intergovernmental Cooperative Purchasing Agreement (MICPA), and as agreed to in writing by the parties.”

11.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff’s Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

11.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

11.11 STOP WORK ORDER

11.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

11.11.1.1 cancel the stop work order; or

11.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

11.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

11.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

11.13 TERMINATION FOR DEFAULT

11.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

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11.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

11.13.1.2 make progress, so as to endanger performance of this contract; or

11.13.1.3 perform any of the other provisions of this contract.

11.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

11.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

11.15 CONTRACTOR EMPLOYEE MANAGEMENT

11.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

11.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

11.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

11.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

11.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

11.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

11.16 WARRANTY OF SERVICES

11.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

11.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

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11.17 INSPECTION OF SERVICES

11.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

11.17.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

11.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

11.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

11.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

11.17.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

11.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

11.17.4.2 terminate the contract for default.

11.18 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

11.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

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11.20 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

11.21 SUBCONTRACTING

11.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

11.21.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

11.22 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

11.23 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

11.24 RIGHTS IN DATA

11.24.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

11.24.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

11.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

11.25.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

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11.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

11.26 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

11.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

11.28 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

11.29 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

11.30 RELATIONSHIPS

11.30.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

11.30.2 The County reserves the right of final approval on proposed key personnel. Iron Mountain shall remove any of its employees from providing service to the County in the event of incompetence, neglect of duty, or misconduct.

11.30.2.1 Key personnel shall include the following positions:

11.30.2.1.1 Program Manager

11.30.2.1.2 Operations Manager

11.30.2.1.3 Operations Imaging Manager

11.30.2.1.4 Solution Account Executive

11.30.2.1.5 Account Manager

11.30.2.1.6 Director of State, Local, and Education Strategy

11.30.2.1.7 Senior Account Manager

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11.30.2.1.8 Solution Executive

11.30.2.2 The critique for incompetence, neglect of duty, or misconduct is an inherent inability to meet the demands of the role, a conscious disregard for duties, or behavior that is improper, illegal, or unethical, and which violates established rules, policies, or professional standards.

11.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf)

11.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of $100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

11.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

11.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

11.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

11.33.1.2 have not within a three-year period preceding this contract:

11.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State, or local) transaction or contract; or

11.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

11.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State, or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State, or local) transaction or contract;

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11.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

11.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State, or local) terminated for cause or default.

11.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

11.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

11.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

11.34.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

11.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 11.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

11.35 CONTRACTOR LICENSE REQUIREMENT

11.35.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both the Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

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11.35.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

11.36 INFLUENCE

11.36.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

11.36.2 An attempt to influence includes, but is not limited to:

11.36.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

11.36.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

11.37 CONFIDENTIAL INFORMATION

11.37.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor’s obligation regarding such information.

11.37.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor’s procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

11.37.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

11.38 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or

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proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

11.39 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

11.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

11.41 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

11.42 FORCED LABOR

11.42.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

11.42.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

11.42.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

11.42.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.42.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.42.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

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11.43 PRICES

Iron Mountain affirms its commitment to match any lower pricing that the County (or PPAs) may be eligible for under any existing national, state, local government or regional cooperative contract, that Iron Mountain is a party to, provided the potentially comparative pricing is provided to Iron Mountain by the County (or PPA) in connection with a specific order, bid, proposal or solicitation that Iron Mountain elects to accept.

11.44 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's Service Specific Terms and Conditions (Exhibit E) and/or license agreement, if applicable, the terms of this contract shall prevail.

11.45 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive funding must have a UEI number through https://sam.gov/content/entity-registration. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the contract.

11.46 RELIGIOUS ACTIVITIES

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

11.47 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

11.48 EQUAL EMPLOYMENT OPPORTUNITY

11.48.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.48.2 Contractor shall comply with the following provisions:

11.48.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

11.48.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

11.48.2.3 The Age Discrimination in Employment Act of 1967, as amended (29U.S.C. §§ 621, et seq.);

11.48.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

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11.48.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

11.49 CERTIFICATION REGARDING LOBBYING

11.49.1 Contractor certifies, to the best of their knowledge and belief, that:

11.49.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

11.49.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

11.49.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.49.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

11.50 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations.

11.51 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

11.52 CONTRACT DISPUTES

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906

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11.53 INCORPORATION OF DOCUMENTS

11.53.1 The following are to be attached to and made part of this Contract:

11.53.1.1 Exhibit A – Vendor Information and Pricing

11.53.1.2 Exhibit B – Intent and Scope of Work

11.53.1.3 Exhibit C – Public Promise Procurement National Cooperative Documents

11.53.1.4 Exhibit D – Maricopa County Service Level Agreement

11.53.1.5 Exhibit E – Iron Mountain Service Specific Terms and Conditions

11.53.1.6 Exhibit F – Iron Mountain Participating Agreement

11.54 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
301 W. Jefferson St. Suite 700
Phoenix, Arizona 85003-1647

For Contractor:

Iron Mountain Information Management, LLC
85 New Hampshire Ave, Ste 150
Portsmouth, NH 03801

11.55 INQUIRIES

11.55.1 Administrative telephone/email inquiries shall be addressed to:

KENDALL SMALL, PROCUREMENT OFFICER
TELEPHONE: (602) 506-2761
Kendall.small@maricopa.gov

11.55.2 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

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[illegible]

SERIAL 250054-RFP

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

Sheila A. Paggi
AUTHORIZED SIGNATURE

Sheila A. Paggi, Sr. Manager, Public Sector Contracts
PRINTED NAME AND TITLE

12901 Worldgate Drive, Suite 500
Herndon, VA 20170
ADDRESS

28 July 2025
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — AUG 2 0 2025 — DATE

ATTESTED:

DEPUTY CLERK OF THE BOARD — AUG 2 0 [illegible] — DATE

APPROVED AS TO FORM:

Thomas G. Decker
DEPUTY COUNTY ATTORNEY — 08/11/2025 — DATE

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EXHIBIT A: VENDOR INFORMATION AND PRICING

COMPANY NAME:	Iron Mountain Information Management, LLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1101 Enterprise Drive Royersford, PA 19468
REMIT TO ADDRESS:	85 New Hampshire Ave Ste 150, Portsmouth, NH 03801
TELEPHONE NUMBER:	1 (800) 934-3453
FAX NUMBER:	(703) 889-6155
WWW ADDRESS:	www.IronMountain.com
REPRESENTATIVE NAME:	Jenna Rasmussen
REPRESENTATIVE TELEPHONE NUMBER:	(405) 259-6512
REPRESENTATIVE EMAIL ADDRESS	jenna.rasmussen@ironmountain.com

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	X	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X	

NET 30 DAYS

PRICING

250054-Exhibit A-Pricing Iron Mountain .xlsx

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EXHIBIT B: INTENT AND SCOPE OF WORK

1.0 INTENT

1.1 The intent of this Request for Proposal (RFP) is to receive responses from qualified contractors who can provide off-site storage and related services for the inactive and semi-inactive records of Maricopa County (County) departments and Participating Public Agencies (PPAs) to ensure legal and regulatory compliance as well as security and cost-effective access to records.

1.2 The County is soliciting these services on behalf of itself and other government agencies. The resulting contract(s) may be available through the Public Promise Procurement (PPP), powered by the National Association of Counties (NACo).

1.3 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.4 The County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest. Respondents will not be disqualified if they are unable to provide all the services requested.

2.0 SCOPE OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor shall list all locations where it expects to store County records. The proposed document storage facilities (facilities) shall be open to inspection by the County Records Manager or authorized representatives during normal business hours of 8:00 a.m. to 5:00 p.m. MST, Monday through Friday.

2.1.1.1 The County reserves the right to conduct periodic inspections of facilities to ensure adherence to contract terms and existence of inventory.

2.1.2 In the event the contractor finds it necessary to relocate County records to another location, the contractor shall obtain written authorization from the County Records Manager prior to relocating any County records. The contractor shall assume all related costs.

2.1.3 Contractor shall own and maintain building ownership throughout the term of the contract, and operate all facilities used throughout the Document Storage and Management processes. At no time during the contract term may a leased facility be used for County (or PPAs) document storage.

2.1.3.1 Facilities shall always be maintained at a temperature between 64- and 74-degrees Fahrenheit.

2.1.3.2 Additionally, relative humidity of the storage facility shall always be maintained at a level between 35 percent and 45 percent.

2.1.4 Contractor facilities shall maintain a state-of-the-art fire suppression system and complete remediation services based on requirements, adherence to local fire code, and meet the National Fire Protection Agency (NFPA) specifications. The fire suppression system and or fire alarm will be connected to a central monitoring station with notification to the local fire department in the event of an alarm.

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2.1.4.1 Additionally, all proposed facilities shall meet environmental, security and fire detection standards listed in the NFPA 232 Standard for the Protection of Records, and the National Archives and Records Administration's (NARA) Record Storage Facility Standards – 36 CFR, Subchapter B, §1220-1239. Any deviations must be provided.

2.1.5 Contractor facilities shall store only records, x-rays, published materials, and record related materials in any facility used for storage of County (or PPAs) records. If other materials are stored in an adjacent warehouse, a three-hour fire wall shall separate those materials from the County records storage area.

2.1.5.1 Contractor shall verify in their proposal that these materials of storage requirements are met.

2.1.6 Contractor shall have written disaster preparedness plans for all locations where County (or PPAs) records are stored including emergency protocols for natural disasters, evacuation plans, and backup power systems.

2.1.6.1 The County reserves the right to review and request copies of contractor's emergency preparedness plans.

2.1.7 Contractor shall have a written defined process for the secure transfer of records to another facility or back to the County (or PPAs) due to natural disasters or upon contract termination.

2.1.7.1 Contractor shall notify the County Records Manager within 48 hours of a natural disaster, or any event affecting County records in its facilities and shall provide a listing of all impacted inventory.

2.1.7.2 Contractor shall provide a mitigation plan within 72 hours of the event of all impacted inventory.

2.1.8 Contractor shall have pest control measures in place for all locations where County (or PPAs) records are stored, including routine pest control service and inspections, to prevent damage County inventory.

2.1.9 Contractor shall have access restrictions whereby only authorized personnel have access to facilities, with an electronic access log recording each entry and exit.

2.1.9.1 Contractor personnel permitted to access areas where County (or PPAs) records are stored shall have:

2.1.9.1.1 A criminal background check by a law enforcement agency.

2.1.9.1.2 A signed confidentiality agreement.

2.1.9.1.3 Proof of citizenship or of legal residence in the United States of America (USA).

2.1.9.2 Contractor shall have 24/7 surveillance for all locations where County (or PPAs) records are stored consisting of continuous monitoring via security cameras covering storage areas and entry points.

2.1.9.3 Contractor shall have visitor logs with access authorization requirements to facilities.

2.1.9.3.1 The County reserves the right to request copies of visitor logs for locations where County records are stored.

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2.1.10 Contractor vehicles shall meet and follow the Arizona Department of Transportation's (ADOT) applicable commercial vehicle requirements with appropriate security features including but not limited to anti-theft devices, both intrusion and cargo.

2.1.11 Contractor shall be a member of Professional Records & Informational Services Management International (PRISM International™) and preferably maintain at least one staff person who is a member of the Association for Records Managers and Administrators (ARMA International).

2.1.11.1 Contractor shall confirm PRISM International membership and describe any additional professional memberships of their staff.

2.1.11.2 Contractor shall have a Certified Records Manager (CRM) included in its management staff.

2.1.11.2.1 Contractor shall provide the first name, last name, and location of the CRM in their proposal.

2.1.11.2.2 The County reserves the right to review and request copies of the CRM's certification.

2.1.12 Contractor shall be compliant with relevant data protection laws and industry specific regulations including General Data Protection Regulation (GDPR) and Health Insurance Portability and Accountability Act (HIPAA).

2.1.13 Prices for retrievals shall be inclusive of any additional charges including but not limited to handling fees, administrative fees, file fees, search fees, etc.

2.1.14 Contractor shall not apply a "permanent removal charge" to any item removed from storage for any reason and not returned. Contractor shall only charge for retrieval of the item and delivery of the item if applicable. The County will notify the contractor in writing of its intent to permanently remove the file(s), and the contractor shall remove that file from the County's inventory listing at no charge.

2.1.14.1 Contractor shall verify in their proposal that there is no "permanent removal charge."

2.2 TRANSFER OF CURRENT INVENTORY

2.2.1 All records in the current contractor's facility will be transferred to the respondent who is awarded this contract and will include a one-time secure shred of any currently stored documents which are eligible for destruction and not otherwise included in litigation hold at no additional charge to the County.

2.2.2 The completed transfer date of records to the new location(s) will be by mutual agreement between the contractor and County Records Manager (or PPAs), no later than 60 days from the date of the award of the contract.

2.2.3 After transferring records to storage, the contractor shall provide new bar-coding, labeling, data entry, and inventory reporting to include each container received, the records series, the range of files, and the destruction date of each container. Should damage occur during transfer, the contractor shall provide re-boxing related services at no additional charge. Contractors shall supply in their proposal an example of a "records received report."

2.2.4 To coincide with the transfer of records or at a mutually agreed upon date, no later than 60 days from the date of award, the contractor will provide a one-time secure shred of all stored records which are currently eligible for destruction.

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2.2.5 At the end of the contract, including termination before the full term of the contract, the County reserves the right to remove all County records from the contractor's facilities at no additional charge to the County.

2.2.6 Contractor shall fully describe in their proposal their plan for the transition of County records including the process for preparing records for transfer to a new contractor. The proposal shall address transfer of boxes and inventory control.

2.2.6.1 Contractor shall provide the County up to 60 days to complete the transfer.

2.3 DOCUMENT MANAGEMENT PROGRAM

2.3.1 Contractor and PPAs will establish a schedule for receiving boxes or containers with County (or PPAs) files, documents, and media.

2.3.2 Receipt and Tracking Workflow – at minimum contract shall:

2.3.2.1 Have quality assurance measures in place to ensure proper workflow process.

2.3.2.2 Provide barcode labels on the outside of each container listing all contents and the destruction date of the records box.

2.3.2.2.1 The destruction date will be provided by the County (or PPAs).

2.3.2.2.2 Contractor shall not collect any boxes or containers without a destruction date listed on the box.

2.3.2.3 Provide multiple scans of labels to maintain security of documents throughout the receipt process. This process must be completed prior to departure of County (or PPAs) premises.

2.3.2.4 Ensure detailed workflow for chain-of-custody of all County (or PPAs) containers.

2.3.2.5 Ensure detailed customer report of contents received, label, unique ID number, and the records box number provided by the customer for each container.

2.3.2.6 Provide a written report and replacement of boxes or containers, and their labels, that are damaged at the time of receipt or during transit.

2.3.2.6.1 Report shall include:

2.3.2.6.1.1 County (or PPAs) department.

2.3.2.6.1.2 Records box number.

2.3.2.6.1.3 Destruction date.

2.3.2.7 Submit requests for authorization to re-box records to the County (or PPA) representative with a list of the boxes or containers, an explanation of the need to re-box or move the records, and any other relevant details to facilitate an informed decision. Upon authorization, the damaged container shall be replaced, contents moved, and a replacement barcode with the same barcode number shall be applied. The face of the

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original box shall be removed and placed inside the new box behind its face. The new box information shall be stored in the inventory tracking system. Should the damage to a box or container result from handling by the storage contractor or its sub-contractors, the costs of moving the records to a new box or container shall be assumed by the contractor.

2.3.2.8 Ensure barcode labels are adhered to every box/container to reduce data entry errors and validate accuracy of contents.

2.3.2.9 Utilize hand-held scanners for every transaction, with corresponding date and time stamps for audit purposes and customer notifications during each step of the entire document management process.

2.3.2.10 Provide a written quarterly report of all record boxes by County department including the record box number that has met its retention and that has not been submitted for destruction by the County.

2.3.3 Retrieval Workflow – at minimum contractor shall:

2.3.3.1 Provide carton banding to protect contents during transit.

2.3.3.2 Provide validation of vehicle to ensure all boxes or containers are accounted for prior to leaving contractor's facilities with a similar process for return(s) of retrieved boxes or containers to contractor's facilities.

2.3.3.3 Provide multiple scans of labels to maintain security of documents throughout the retrieval process with a similar process for return(s) of retrieved boxes or containers to contractor's facilities.

2.3.3.4 Ensure all scanned images are quality-controlled in accordance with the requirements of the American National Standards Institute (ANSI) and the Association for Information and Image Management (AIIM) MS44 "Recommended Practice for Quality Control of Image Scanners". The sampling rates shall be developed in agreement with the County, based on ANSI/AIIM TR34 "Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management (EIM) & Micrographics Systems".

2.3.3.4.1 Typical scanning parameters for most office documents are 300 pixels per inch (PPI) x 300 PPI, bi-tonal.

2.3.4 Provide scanning services for scan on demand retrieval request and or retention only. All images shall meet the standards per ANSI/AIIM MS44. Delivery of imaged retrieval request should conform with standard and rush delivery.

2.3.5 Ensure all scanned records are searchable by pre-defined s index fields ("metadata"), which shall also be incorporated in the file header.

2.3.6 Supply documentation for each retrieval, track each retrieval by file or box retrieved, the organizational unit requesting the retrieval, and the individual requesting the retrieval. Information and documentation shall only be given to authorized and identified County personnel to which the records belong.

2.3.6.1 The County will provide County personnel, per department, authorized to conduct business, including requesting files, organizing pick-ups, etc.

2.3.6.2 Contractor shall supply an example of retrieval documentation.

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2.3.7 Perform re-files on demand and each re-file shall be replaced into the container from which it was retrieved.

2.3.7.1 Contractor shall supply an example of documentation used for routing re-files.

2.4 DOCUMENT CONVERSION PROCESS

2.4.1 Quality Control

2.4.1.1 Contractor shall provide the following processes for quality review:

2.4.1.1.1 Document Separation: Random sampling within each prepped box/container focusing on document separation and tracking.

2.4.1.1.2 Page Capture: Review of images during the scanning process.

2.4.1.1.3 Image Clarity: Random sampling of scanned images within each box/container, focusing on document separation, image clarify and page capture.

2.4.1.1.4 Indexing Integrity: Customizable based on the product design of index fields and how the data fields are populated with a focus on indexing integrity and image clarity.

2.4.1.1.4.1 Index fields for each scanned image shall include retention date of the image as part of the key words.

2.4.1.2 Automation capabilities such as barcode recognition, Optical Character Recognition (OCR), Intelligent Character Recognition (ICR), Optical Mark Recognition (OMR), forms recognition, and data match and merge where possible to reduce human workloads and costs to the County.

2.4.1.3 Contractor shall ensure that the scanned images meet County indexing requirements and that the data files are not corrupted and are in a format requested by the County.

2.4.2 Destruction of Documents

2.4.2.1 The County Records Manager will establish retention schedules, policies, and procedures for each component.

2.4.2.1.1 County reserves the right to destroy County records itself or to have a third-party pickup record from the contractor's facilities to be destroyed in accordance with records retention schedules approved by the County Records Manager.

2.4.2.1.2 Contractor shall not destroy or permanently withdraw from storage any County records without written instruction from the County Records Manager.

2.4.2.2 Contractor shall have the ability perform secure shred at an off-site facility or on-site at County (or PPAs) locations.

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2.4.2.2.1 Contractor shall have the ability to provide secure destruction of media other than paper including but not limited to microfiche, microfilm, CD-ROMs, audio tapes, and magnetic media.

2.4.2.2.2 The County reserves the right to ensure consistent chain of custody and to witness on-site and off-site shredding when requested in order to comply with Integrated Criminal Justice Information Systems (ICJIS) requirements. These services may require a County employee escort at specific locations and will not be subject to additional fees. On-site witnessed shredding shall not exceed the on-site shredding rates. Off-site witnessed shredding will be performed as a project.

2.4.2.3 Contractor shall conduct, upon the County's request, no less than two on-site shredding events annually whereby County agencies are provided access to secure destruction of on-site records at no additional cost to the County.

2.4.2.4 Contractor shall have the ability to provide varying sizes of on-site secured bins for County personnel to use for the deposit of records to be destroyed.

2.4.2.4.1 Contractor shall provide routine weekly, monthly, and bi-monthly pickup of on-site secured bins.

2.4.2.4.2 Contractor shall have the ability to perform on-call pickup when special requirements are identified by the County.

2.4.2.5 Contractor shall provide destruction of public County records by but not limited to recycling or landfill.

2.4.2.6 Contractor shall provide destruction of confidential County records by shredding, burning, mastication, or any other method that annihilates the records.

2.4.2.6.1 The County reserves the right to witness the destruction of confidential County records. Contractor shall provide access to authorized County personnel at the location where the destruction occurs, whether on-site or at the contractor's facility.

2.4.2.7 Contractor shall maintain certification with the National Association of Information Destruction (NAID) and adhere to established industry standards.

2.4.2.8 Contractor shall provide pricing for both routine secure shred services and special projects not included in routine services.

2.5 INFORMATION MANAGEMENT PROGRAM

2.5.1 Contractor shall establish a customer portal with the following features and capabilities:

2.5.1.1 Query, search, and locate:

2.5.1.1.1 Individual records, set of records, and entire boxes or containers.

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2.5.1.1.2 Electronic data storage and retrieval.

2.5.1.1.3 Report generation including but not limited to upcoming and past destructions.

2.5.1.1.4 Inventory control.

2.5.1.1.4.1 Custom data entry fields.

2.5.1.1.4.2 Custom required fields to capture critical information.

2.5.1.1.4.3 Retention Management.

2.5.1.2 Realtime access and updates for all boxes or containers throughout the entire document management process.

2.5.1.3 Add detailed retention schedules, policies, and procedures.

2.5.1.3.1 Individual records, set of records, and entire boxes or containers shall not be inputted into the system without a destruction date.

2.5.1.4 Create a stand-alone Certificate of Destruction form that includes the requestors name and County department, the date of the request, and the date the destruction took place.

2.5.1.4.1 Contractor shall email the Certificate of Destruction to the County personnel upon receipt of their request.

2.5.1.5 Secured sign-on by authorized County personnel only.

2.5.1.5.1 Authorized County personnel shall have the ability to add, delete and modify access permissions for employees.

2.5.1.5.2 Authorized County personnel will be provided by the County Records Manager.

2.5.1.6 Contractor shall provide, operate, and house a secure website connected to its tracking and inventory system for records in storage as well as records and files that have been delivered or destroyed in response to a retrieval request.

2.5.1.7 Contractor shall provide electronic data storage and backup of systems via an encrypted connection to storage in secure, mirrored data centers. Provider must support encryption in transit and at rest. All data that is backed up and stored must be housed physically within the United States.

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EXHIBIT C: PUBLIC PROMISE PROCUREMENT NATIONAL COOPERATIVE DOCUMENTS

250054-Exhibit C Iron Mountain-Public Promise Procurement National Cooperative Documents.pdf

EXHIBIT D: MARICOPA COUNTY SERVICE LEVEL AGREEMENT

250054-Exhibit D Iron Mountain-Maricopa County Service Level Agreement.xlsx

EXHIBIT E: IRON MOUNTAIN SERVICE SPECIFIC TERMS AND CONDITIONS

250054-Exhibit E Iron Mountain-Service Specific Terms and Conditions.pdf

EXHIBIT F: IRON MOUNTAIN PARTICIPATING AGREEMENT

250054-Exhibit F Iron Mountain-Participating Agreement.pdf

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SERIAL 250054-RFP

IRON MOUNTAIN INC., IRON MOUNTAIN DATA CENTERS LLC, NEW YORK, NY 10087-8078, 48051

PRICING SHEET: NIGP CODE 95882

Terms:	NET 30 DAYS
Vendor Number	VC0000002336
Certificates of Insurance	Required
Contract Period:	To cover the period ending **AUGUST 30, 2030.**

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PUBLIC PROMISE PROCUREMENT
Powered by NACo

Awarded Supplier:
Iron Mountain

Lead Public Agency:
Maricopa County, AZ

EXECUTIVE SUMMARY

Supplier Solutions: Broad range of document retention & destruction, media preservation, digitization & data management solutions.

Solicitation Data:
Serial # 250054-RFP
RFP Closing Date: April 22, 2025

Award Date: August 20, 2025

Contract Data:
Contract Name: Offsite Document Storage and Management Services
Contract #: 250054
Effective Dates: August 20, 2025 to August 31, 2030 with the option to renew through 2035
Contract Awardee: Iron Mountain
Contract Awardee POC: Mary Ellen Buzzelli –Account Mgr. mary.buzzelli2@ironmountain.com | (412) 298-7516
Lead Public Agency: Maricopa County
Lead Public Agency POC: Kendall Small, Procurement Officer – Kendall.Small@maricopa.gov
Lead Public Agency Address: 301 W. Jefferson St. Suite 700, Phoenix, AZ 85003
NACo Contracts Page Website Address: http://publicpromiseprocurement.org/contracts/

The NACo Public Promise Procurement/Safeware Contract covers the following products, services and support:

- Records Management (including pick up, retrievals, & transportation)
- Secure Destruction and Shredding
- Offsite Tape Vaulting
- Pathology Storage
- Climate-Controlled Storage
- Digitization and Document Conversion
- Information Governance Services
- Digital Transformation Services including data restoration and migration, Clean Start, Smart Suite, and Library Services
- Program Management & Professional Staffing
- Policy & Retention Management
- Asset Lifecycle Management including Secure IT Asset Management, Secure IT Asset Disposition, Secure Data Center Decommissioning, and Data Erasure and Destruction
- Data Centers, including cloud-neutral colocation
- InSight, a scalable, cloud-native content services and intelligent document processing platform



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Sheila A. Poggi

IRON MOUNTAIN®
GOVERNMENT SOLUTIONS

Iron Mountain Proposal For

Offsite Document Storage and Management

Serial # 250054-RFP

Submitted To: Maricopa County, AZ
Office of Procurement Services

Submitted By: Iron Mountain Information Management, LLC
85 New Hampshire Ave, Ste 150 Portsmouth, NH 03801 2926

Duns: 621417633
CAGE Code: 1F2Y7
Tax ID: 23 2588479
Unique Entity ID: KJB1WJG4NXS7
IMGS Number: SLED0005001
Submission Date: April 22, 2025

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A. Proposal (5.6.1.1)

A.1 Executive Summary

Maricopa County (the County) has partnered with the National Associated of Counties' (NACo) Public Promise Procurement (PPP) to establish a Master Agreement to fulfill Offsite Document Storage and Management needs, allowing the County and Participating Public Agencies (PPAs) nationwide access to a range of document, information, and data management services. Iron Mountain's (IRM's) proposal details the required information and offers our proven approach and the advantages of our secure records storage, secure shredding, offsite media vaulting, digitization, and other services. The County, PPP, and PPAs will benefit from IRM's nationwide coverage, dedicated government solutions team, experience with Maricopa County and cooperative purchasing procurements, as well as our tested capability to successfully provide the required services.

General Approach

As demonstrated by our ***15+ year partnership with the County*** providing a range of document storage, secure shredding, records management, and secure tape storage to more than 150 County departments, and further evidenced by our service to ***over 2,600 public sector customers***, IRM has a full suite of services that align with the solicitation requirements. Our ***U.S. team of 11,150 employees and 555 U.S. facilities spanning 53 million square feet*** ensures secure and reliable solutions for the County and PPAs. Our impressive ***customer retention rate of 98%*** reflects the trust and satisfaction our customers have with our services and demonstrates our ability to successfully perform our services for the County and PPAs. IRM's proposal outlines our service offerings with tailored solutions, competitive pricing, and a commitment to customer service. We propose the following services in response to the Scope of Work:



Secure Records Storage: Comprehensive records and information management services including standardized solutions for transportation, retrievals, refiles, interfiling, rush/critical delivery, indexing, scanning, destruction, carton purchases, and specialized labor. All County records will be stored within IRM-owned facilities. Stringent physical and transportation security with our well-defined processes ensure that all quality standards are met with an auditable chain of custody.



Secure Shredding and Destruction: Shredding and destruction services that protect the privacy of customer information by destroying paper records and documents, plastics, and media in a cost-efficient, safe, and compliant way. Our destruction capabilities include secure onsite and offsite shredding and media destruction, on demand, and archival destruction services conducted by background-checked specialists who follow strict security protocols.



Offsite Tape Vaulting: Through our offsite tape vaulting services, the County and PPAs can ensure that their critical media is securely stored in the right environmental conditions which helps to preserve it for long-term retention. All County media will be stored in IRM-owned facilities.



Digitization Services: Our team will work with the County and applicable PPAs to create digitization solutions designed to transition physical documents to an electronic format. These solutions will leverage IRM's Intelligent Document Processing (IDP) platform with integrated Artificial Intelligence (AI) and Machine Learning (ML) to automate indexing and metadata capture.

Programs and Services

IRM provides a suite of information management solutions for billions of assets worldwide. Our capabilities offer the County a single strategic partner to manage paper, data, media, and both physical and digital assets through secure workflows, meticulous preservation, comprehensive document conversion, and complex business processes.

Our dedicated Government Solutions team focuses exclusively on serving public sector customers, including Federal agencies plus local, state, and educational institutions. This specialized team is composed of experienced leaders, skilled management, and field personnel, all working together to provide tailored solutions that address the unique challenges of the public sector. With our experience with the County's processes and priorities—including our ***current storage of 59,197 boxes, 768 open media, and 77 closed containers***—as well as years of proven Government expertise, our Government Solutions team is committed to delivering innovative and effective support that empowers the County to achieve their objectives.

To support this solicitation and address the complex challenges of the public sector, we offer the following document and information management programs and services:

- Records Management including pick up, retrievals, & transportation
- Secure Destruction and Shredding
- Offsite Tape Vaulting
- Pathology Storage
- Climate-Controlled Storage
- Digitization and Document Conversion
- Information Governance Services
- Digital Transformation Services including data restoration and migration, Clean Start, Smart Suite, and Library Services
- Program Management & Professional Staffing
- Policy & Retention Management
- Asset Lifecycle Management including Secure IT Asset Management, Secure IT Asset Disposition, Secure Data Center Decommissioning, and Data Erasure and Destruction
- Data Centers, including cloud-neutral colocation
- InSight, a scalable, cloud-native content services and intelligent document processing platform

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Conclusions and Recommendations

To effectively support a cooperative purchasing program of this scale, the County and PPP must select a vendor with proven experience in cooperative agreements, nationwide reach, a dedicated government team, and the ability to deliver significant time and cost savings. By partnering with IRM, the County and PPAs will substantially benefit from the following:

- **Experience with Cooperative Purchasing**: IRM has extensive experience implementing similar cooperative agreements, including three nationwide and 16 statewide active agreements. Our familiarity with the contracting process will ease PPAs' procurement of document, information, and records management services.
- **Nationwide Resources**: IRM can deliver services to PPAs in all 50 states. For the County, our continued storage in IRM-owned Arizona facilities adhere to our standardized, nationwide security procedures and processes.
- **Dedicated Government Team**: IRM has a dedicated Government Solutions team that is composed of leaders, management, and records management professionals who have decades of experience delivering solutions for the public sector. Our team understands cooperative agreement contracts, procurement, and implementation. The County's existing program will be supported by a certified PMP Program Manager with continued support from our assigned Account Manager, Account Executive, and additional experienced personnel assigned as needed.
- **Time and Cost Savings**: IRM helps relieve the County's and PPAs' administrative and compliance burden by creating efficiencies and removing redundant tasks for the PPP membership.

A.2 Company Overview and Experience (5.6.1.1.1)

Founded in 1951, Iron Mountain (NYSE: IRM) is a global leader in storage and information management, ***serving over 240,000 customers across 61 countries***. Our solutions include information management, digital transformation, information security, data center, and asset lifecycle management services, helping to secure physical and digital assets to lower costs, mitigate risks, meet compliance, and improve access to mission-critical information. ***We operate approximately 1,350 facilities worldwide and 555 in the U.S.***, with our headquarters located in New Hampshire. We are a member of the S&P 500 and Fortune 1000.

In addition to our experience supporting Maricopa County (the County) with offsite storage and related services through a national cooperative contract, IRM manages the assets of numerous Federal, State, Local, and Educational agencies that are similar in size and scope. A few examples of our relevant experience includes:

- **State of Arizona**: As part of our 10-year contract, we stored over 270,000 boxes per year and supported an average of 1,900 annual record retrievals.
- **Monroe County, NY**: For nearly eight years, IRM has provided records management services to multiple departments within Monroe County. We currently store approximately 144,660 cubic feet of records and provide image on demand, permanent withdrawal, and standard/rush file retrieval services.
- **Large Federal Agency**: IRM provides secure storage for 208,542 cubic feet, with a 100% find rate across 70,000+ retrievals, and additional services including emergency file requests, refiles, and the permanent withdrawal of files or boxes.
- **Arizona State Board for Charter Schools**: In our Mesa, AZ facility, IRM deployed a solution to digitize 1,500 files within 30 days. We delivered 236,250 images on a secure drive and hard copies were returned to the State Board.
- **Federal Healthcare Agency**: IRM digitized 12,500 cubic feet (nearly four million images) of medical records, enabling on-demand access to patient files through the customer's portal, saving time and improving patient record accuracy.
- **Federal Security Agency**: IRM is executing a large-scale, multi-phased digitization project for a federal agency, processing up to 230 million images, utilizing advanced IDP with machine learning data capture models, and delivering digitized documents following 100% paper-to-image quality control.

IRM has extensive experience supporting public agencies through national cooperative contract programs, including a recent award with Cook County, IL for a countywide physical records, materials and electronic data assessment. Additional examples include:

- **City of Kenosha, WI**: Digitization services and indexing for approximately 6.1 million images with over 30,000 large format drawings including contracts, facility drawings, human resources, property, and financial records per each department's unique requirements. To date, we have scanned approximately four million images.
- **University of Nebraska Press**: Digitization, classification, indexing and full-text optical character recognition services for more than 750,000 pages of book research files while assigning metadata to more than 10,900 unique publication files.
- **University of Arizona**: Records management and secure shredding services under a five year contract. We store approximately 30,000 boxes and averaged 1,800+ annual destruction orders including on-site, off-site, and media destruction.

A.3 Points of Contact (5.6.1.1.2)

Primary Point of Contact *(Proposal/Questions/National Cooperative Contract)*	Sheila Poggi, Senior Manager, Public Sector Contracts and Compliance (202) 503-9806 | sheila.poggi@ironmountain.com
Additional Points of Contact *(Maricopa County)*	Paul Fisher, Senior Account Executive (414) 305-7148 | paul.fisher@ironmountain.com Akira Cooke, Account Manager

	(678) 995-1446 | akira.cooke@ironmountain.com Ahmed Almrayatee, Program Manager (925) 321-3492 | ahmed.almrayatee@ironmountain.com
Primary Point of Contact *(National Account Manager)*	Mary Ellen, Director of State, Local, and Education Strategy (412) 298-7516 | mary.buzzelli2@ironmountain.com
Executive Program Sponsor *(National Cooperative Contract)*	Melissa Carson, VP and General Manager of Government Solutions (571) 498-3308 | melissa.carson@ironmountain.com

A.4 Organizational Structure (5.6.1.1.3)

IRM's dedicated Public Sector sales team, encompassing 35 sales personnel strategically located across the U.S., provides comprehensive information management services to government and educational agencies nationwide, including the County. Leveraging our extensive expertise and robust infrastructure, we deliver the same economies of scale as our Fortune 1000 clients, ensuring efficient and cost-effective management of the County's and other public entities' records and information lifecycle needs. Our State, Local, and Education (SLED) Team's organizational structure (**Figure 1**) prioritizes a specialized sales force of seasoned Account Executives, Account Managers, and senior leadership designed for proactive engagement and rapid response to the unique requirements of the County and PPAs.



Figure 1. IRM's SLED Sales Management Team.

Financial Stability

Established in 1951 as a corporation founded in New York, IRM leverages decades of financial stability to support our SLED customers. As a global leader, IRM has demonstrated consistent revenue growth with annual revenues reaching $5.1B in 2022, $5.5B in 2023, and $6.1B in 2024. ***Our Public Sector division achieved over $200M in revenue for the 2024 fiscal year***. Additionally, IRM has not had any bankruptcy or insolvency proceeding related to Iron Mountain, Inc. in more than ten (10) years, whether voluntary or involuntary, nor have we undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. Upon request, we can provide an annual review report similar in nature to a DUN & Bradstreet report, to further demonstrate our financial strength and stable outlook.

A.5 Contract Termination History (5.6.1.1.4)

IRM is a $6.1B dollar company operating in over 60 countries. As part of our day-to-day business, we regularly enter into and conclude numerous types of contracts, with different types of customers, vendors and other business partners, in a wide variety of jurisdictions that are subject to a variety of different laws. As such, IRM would not be able to identify the number of contracts IRM has held which have terminated over the past three years and the reasons for said terminations. However, with regard to our Public Sector contracts through Iron Mountain Government Solutions, in the past three years, we have had customers terminate contracts for the convenience of the Federal government pursuant to FAR Parts 52.249-1 and 52.249-2 but in no instances have any Federal or State and Local Government contracts been terminated for default. Within the last 10 years, IRM has not had any suspensions or debarments resulting from services provided under contracts with government entities.

A.6 Litigation History and Ongoing Litigation (5.6.1.1.5)

IRM is committed to the highest standards of transparency and accountability in our partnerships with state and local government entities. As a large publicly traded company with over 28,850 employees, we are occasionally involved in litigation matters in various

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states and other jurisdictions in the ordinary course of our business. Please see IRM's most recent Form 10-Q filed with the U.S. Securities and Exchange Commission for more information on current matters: https://investors.ironmountain.com/financials/sec-filings/default.aspx.

A.7 Market Position (5.6.1.1.6)

IRM is a strategic partner for organizations of all sizes in every major industry, including every major federal cabinet-level agency and 47 of the 50 state governments in the U.S. ***We maintain a strong presence within the SLED market, maintaining relationships with over 5,000 SLED customer accounts***. To ensure comprehensive support for the national contract, we will provide services to eligible PPAs, including county and local entities, in all 50 states by leveraging our nationwide footprint and our network of partners. Our extensive resources, including facilities, equipment, and personnel, minimize subcontracting. We strategically partner only when necessary to enhance service delivery. Our dedicated SLED sales and account management teams, assigned by territory, will provide tailored support and localized expertise to each PPA.

A.8 Emergency Response Experience (5.6.1.1.7)

IRM has extensive experience supporting our customers during emergencies, as demonstrated by our response to the July 2024 severe weather incident that significantly damaged one of our Phoenix facilities housing Maricopa County's records. We maintain robust Business Continuity Plans (BCPs) to minimize disruptions and protect customer assets (see ***Section A.20.1.3***). We understand the importance of a strong BCP for the County's Offsite Document Storage and Management program and for PPAs under the resulting national contract. IRM's business continuity and disaster recovery experience is highlighted as follows:

- **Phoenix Severe Weather Incident (2024):** Following severe weather damage to one of our Phoenix facilities, where some of the County's records are stored, IRM immediately initiated recovery efforts, prioritizing the secure and efficient recovery of our customers' records. Robust security measures, including two layers of perimeter fencing, 24/7 security, floodlights with generators, and CCTV surveillance, were implemented to protect the site and materials. All relocated inventory is precisely tracked, and we provide weekly progress reports to the County and other customers when box recovery updates are available. Upon completion of the recovery process, we will provide a complete inventory report which will identify material successfully relocated and material that was destroyed as a result of the weather incident.
- **Dallas Tornado (2019):** A severe tornado outbreak significantly damaged a key IRM facility, impacting scanning, records management, a customer vault, and transportation. Despite substantial structural and water damage affecting 300,000 customer boxes, IRM swiftly engaged corporate resources and resumed critical operations within two days. Damaged records were promptly moved to cold storage for remediation. While approximately 5,500 boxes were destroyed, a complete inventory enabled customer notifications and ongoing remediation of salvageable records based on customer disposition instructions.
- **COVID-19 Response:** IRM prioritized the health and safety of customers and employees by implementing strict social distancing and reducing facility personnel. To mitigate potential service delays due to reduced on-site capacity, IRM leveraged our centrally hosted workflows and applications to quickly redistribute imaging to multiple centers across our national footprint.
- **National Finance Center (Hurricane Katrina):** Leading up to Hurricane Katrina, the USDA NFC, responsible for serving more than 170 diverse agencies and providing payroll and HR services to more than 650,000 federal employees, proactively partnered with IRM to rapidly transport thousands of mission-critical data tapes to their Continuity of Operations Program (COOP) site in Pennsylvania. This swift and effective deployment of IRM's resources was crucial in enabling the NFC to maintain uninterrupted operations and ensure that their personnel could continue their essential mission from the COOP site despite the hurricane's impact.

A.9 Government Purchasing Cooperative Experience and Strategy (5.6.1.1.8)

IRM leverages cooperative purchasing agreements as a strategic vehicle to simplify the procurement process and deliver cost-effective solutions to many U.S. public sector entities. Our extensive experience includes implementing and managing comparable national agreements, including OMNIA, Charlotte Cooperative Purchasing Alliance, and TX DIR. We also hold 16 statewide agreements across AZ, CA, FL, IA, KS, KY, MA, MT, NY, NC, PA, TN, VA, and WV. We understand the value of cooperative programs in leveraging purchasing power with suppliers, and we prioritize maximizing these benefits for our customers. We proactively utilize these agreements to facilitate cost savings and streamline procurement processes through consistent pricing and terms.

We understand the importance of the National Associated of Counties' (NACo) investment in the Public Promise Procurement (PPP) contract and how it will provide access to the efficiencies and benefits of this effective procurement vehicle. We also recognize the volume of potential business that this PPP contract represents, and we will provide commensurate marketing and sales efforts to realize its potential. We will position the Cooperative/Master Agreement where it best meets the needs of PPAs, who will have the opportunity to utilize this agreement in accordance with their procurement requirements and regulations. Our sales and account management teams will be thoroughly trained on the PPP agreement to ensure that eligible customers are well-informed and can easily access its purchasing options. Partnering with IRM provides access to a team of experts focused on optimizing cooperative agreement utilization for efficient, cost-effective, and compliant procurement.

A.10 National Contract Support (5.6.1.1.9)

To ensure the success of this contract, IRM has assigned a dedicated National Account Manager, Mary Ellen Buzzelli, who will facilitate seamless support and coordination across all regions by collaborating closely with our specialized public sector marketing, sales, and contracts teams. Our national SLED sales team, trained in public sector procurement, will drive new business acquisition, while our marketing team, experienced in cooperative purchasing agreements and partnerships with organizations like NACo/PPP and

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state-wide county associations, will develop targeted outreach strategies to effectively market our solutions under this contract. Our dedicated public sector contracts team, well-versed in government requirements, will ensure compliance and efficient contract administration throughout the term of the Master Agreement. We will maintain consistent communication with the PPP team, leveraging their expertise to enhance our marketing and outreach efforts, ensuring maximum contract utilization and customer satisfaction.

A.11 Executive Commitment and Market Strategy (5.6.1.1.10)

Cooperative contracting is integral to IRM's market strategy. We will actively collaborate with NACo/PPP on targeted campaigns, maximizing the benefits of these agreements. Our engagement extends to NACo-sponsored events and state-level county association meetings, where applicable. IRM's dedicated Public Sector marketing team has developed an overall go to national market strategy for reaching each market segment within State, Local, and Education entities. IRM intends to promote the PPP agreement internally and externally in the following ways:

- Participate in the creation and distribution of a co-branded press release to appropriate trade publications.
- Include details such as name, link, and dedicated contact information on IRM's Public Sector "Contract Vehicles" page.
- As budget and staff schedules allow, attend and exhibit at national and annual events.
- Work closely with the PPP team to create dedicated marketing collateral (brochures, presentations, email content, use cases, etc.) as appropriate for events and email campaigns, as well as customer meetings and outreach on PPP's website.

IRM's executive commitment to this contract and the national cooperative opportunity is underscored by the leadership of Melissa Carson, VP/GM of our Government Solutions team. As the Executive Sponsor, she provides direct oversight of the sales, marketing, and support teams, ensuring strategic alignment and seamless execution.

A.12 Contract Implementation and Customer Transition (5.6.1.1.11)

Upon receipt of a formal notice of award, IRM will initiate a comprehensive 60-day plan, adhering to the New Supplier Implementation Schedule of Attachment E, to ensure the successful initiation, implementation, and roll-out of the national contract. This plan encompasses thorough training and active promotion of the Master Agreement on the Public Sector section of our website, to maximize visibility, drive new customer acquisition, and facilitate easy access for potential customers. **Figure 2** outlines key tasks of our 60-day plan. We have successfully used similar implementation schedules for other contracts, such as the Texas DIR and OMNIA, and intend to adhere to this schedule as in those contracts.



Figure 2. Draft 60-day Plan.

- **Initial Setup**: Establish initial communication, secure legal agreements, set up essential logins, schedule key webinars, and outline initial roles and responsibilities.
- **Planning and Initial Training**: Coordinate training, complete supplier setup, align management team, initiate marketing efforts, establish online infrastructure, and schedule necessary cadence calls.
- **Advanced Training and Management Alignment**: Equip the IRM sales team and align senior management with the NACo and PPP goals, provide updates on implementation progress, and review program technology tools.
- **Target Identification and Sales Strategy**: Strategically target sales opportunities and develop the necessary sales and marketing tools for a successful program rollout.
- **Program Roll-out and Outreach**: Official program launch, focusing on direct outreach to key targets, initiating new business acquisition, deploying marketing materials, launching the co-branded, contract specific webpage on IRM's Public Sector page, and tracking early sales performance.
- **Program Growth and Refinement**: Continue growth and refinement by maintaining acquisition efforts, optimizing marketing and sales strategies, and incorporating feedback for ongoing improvement.

For existing IRM customers interested in transitioning to this contract, our trained Account Managers and Account Executives will provide expert guidance. However, to maintain contractual integrity, customers under existing IRM contracts will be transitioned upon their current contract's expiration, ensuring a smooth and compliant transition to the PPP agreement.

In instances when customers issue independent solicitations, we are committed to full compliance with all applicable procurement rules and regulations regarding communication. We will provide advisory support within allowable parameters, ensuring transparency and fairness throughout the procurement process. If we are given the opportunity to propose terms, we are committed to educating and advising customers on the advantages of using this contract vehicle.

A.13 Sales and Customer Service Training (5.6.1.1.12)

Within 60 days of the finalized agreement, we will conduct comprehensive internal training sessions focused on the Master Agreement. These sessions, led by our National Account Manager, will include PowerPoint presentations, detailed reviews of

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potential target clients, in-depth training on the contract's benefits and solutions, and thorough coverage of agreement specifics, membership requirements, and pricing structures. This targeted training will empower our public sector sales force and account managers to effectively utilize the Master Agreement, ensuring they can clearly articulate its value and benefits to potential and existing clients.

A.14 Small, Women-& Minority-Owned, and Disadvantaged Business Engagement (5.6.1.1.13)

We have an ***established network of over 100 partners and small businesses*** that have been pre-screened and pre-approved to support government customers. Depending on the service and contract value, IRM can identify opportunities to incorporate small, women- and minority-owned, disadvantaged, and other local businesses to offer additional value and services that enhance our solutions while helping PPAs meet their inclusive business participation goals and preferences.

A.15 Service Ordering Options (5.6.1.1.14)

IRM's online portals provide user-friendly, efficient platforms for requesting and managing our comprehensive suite of services. Our portals, including IMConnect for records management and shredding, SecureSync for data management, and SMS for media destruction, enable ***24/7 order placement, inventory management, and reporting*** (see ***Section A.20.8***). Access to IRM's portals can be found here: https://www.ironmountain.com/login. Orders can also be placed via email or phone.

IRM's other service lines, including document conversion, can be ordered through the designated customer service representatives. IRM can create a dedicated landing page on our website that can be configured as either a hidden page, accessible via a direct link, or a publicly accessible page, depending on the County's or PPP's preference. This page will feature an overview of the services included in the contract, along with detailed contact information for inquiries and further assistance.

A.16 Service Ordering and On-Time Delivery (5.6.1.1.15)

IRM's service ordering process, as detailed in ***Section A.15***, provides our customers with multiple convenient methods to initiate service requests. Upon receipt of an order, IRM promptly schedules the required services in alignment with our established Service Level Agreements (SLAs). IRM currently maintains ***95-97% on time SLA metrics for records management, data management, and secure shredding services in North America***, ensuring that the County and PPAs will experience reliable and timely service. IRM provides services, not product fulfillment, so a fill rate is not applicable. We measure our performance by adherence to our SLAs and on-time service delivery.

A.17 Customer Service and Issue Resolution (5.6.1.1.16)

IRM provides services, not products, so manufacturer backorders, equipment discontinuation, and shipping delays are not applicable to this contract. We offer many ways for customers to reach customer service, including:

- **General Inquiries (Service, Account, Billing)**: 1-888-572-0895 | uspublicservices@ironmountain.com
- **Order Placement & Status Updates**: 1-800-934-3453 | Order@ironmountain.com
- **Fax:** 1-800-934-5348

Issue Resolution

IRM prioritizes expedient issue resolution through trained staff and our systemic quality assurance mechanisms. Actual or suspected events are immediately escalated to management. Maricopa County has an assigned Account Manager (AM) as their primary contact for satisfaction. Should further escalation be needed beyond the AM, **Figure 3** outlines IRM's proposed contacts for the County, from the organizational structure summarized in ***Section A.4***. A similar escalation structure will be used for other PPAs, ensuring consistent and efficient resolution across all entities.



Figure 3. IRM's Escalation Contacts for Maricopa County.

Resolved issues are tracked for quality assurance and statistical reference, with daily resolution reports for senior management. District, regional, and division management track and review reports, summarizing issues by operating unit to drive proactive root cause solutions of recurring issues. IRM uses tools and programs to expedite issue resolution, resulting in increased first-call resolution, fewer transfers, and self-service portals. We use regular customer satisfaction surveys to monitor progress, identify trends, and ensure follow-up on open items. Regardless of severity, communication is vital to fully understanding problems and agreeing on appropriate courses of action. Formal channels exist to ensure that issues are communicated at the appropriate level.

A.18 Invoicing and Payment Methods (5.6.1.1.17)

IRM's invoicing system is connected with our inventory and ordering platforms, generating accurate monthly invoices based on service activity and inventory levels, where applicable. We provide flexible invoice delivery options, including email, mail, and an online tool tailored to the County's and PPAs' preferences. IRM's standard payment terms are net 30 days. For payment convenience, the County and PPAs can utilize our customer-facing invoice portal (for select services), enroll in monthly autopay, or submit payments by mail. Payments for Data Management services are processed through ironmountain.com. We accept payments via check, electronic fund transfer (EFT), and wire transfers, offering a range of secure and efficient payment methods. Specifically, IRM

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understands that payments from Maricopa County will be processed through the Maricopa County Vendor Express Payment Program, an EFT process.

A.19 Standard Agreements (5.6.1.1.18)

IRM has provided information regarding standard agreements for public agencies in ***Section A.24***.

A.20 Products and Services to Support the Scope of Work (5.6.1.1.19)

Iron Mountain (IRM) will provide the County and PPAs with comprehensive, secure, and proven solutions to support the requirements of the Scope of Work (SOW). Our solutions include defined processes and tested procedures that will effectively support the County and PPA records management, data management, destruction, and document conversion needs.

A.20.1 Records and Media Storage (SOW 2.1.1 to 2.1.9)

A.20.1.1 Records Storage Facilities (SOW 2.1.1, 2.1.2, 2.1.3)



Creating and maintaining safe, secure facilities for the storage of customer assets, with information security as a top priority, as demonstrated by our PRISM Privacy+ certification, forms the cornerstone of our records management philosophy. As an industry leading, nationwide provider of records management services, IRM maintains an extensive network of owned and leased geographically dispersed records storage facilities. All IRM records centers comply with established company standards and with all appropriate building, fire and safety, electrical, mechanical, and other regulatory codes. ***We currently store approximately 73,168 cubic feet of the County's records in multiple Arizona facilities, including two owned facilities: 4449 S. 36th Street and 2955 S. 18th Place in Phoenix, AZ.*** We understand the importance of storing the County's records in owned facilities throughout the duration of this contract, and we will ensure that all existing County records are relocated to these owned facilities upon contract award and written authorization from the County Records Manager.

Facility Security and Protection Measures (SOW 2.1.1, 2.1.4, 2.1.8, 2.1.9)

IRM's security and specifications for record storage buildings includes:

- **Personnel Screening:** A comprehensive personnel screening process that includes a thorough background investigation, pre-employment drug screening, signed confidentiality agreements, and e-Verify confirmation to ensure that employees are authorized to work in the U.S.
- **Physical Security:** Stringent physical security measures tailored to the needs of a specific location and environment. These measures include positive access control and intrusion detection systems, alarms, and exterior and interior 24-hour closed-circuit surveillance cameras. Access to records is restricted to authorized IRM employees only, and electronic access logs record each entry and exit.
- **Asset Security:** Industry-leading asset protection policies and procedures. Continuous employee training ensures strict adherence to requirements.
- **Security Audits:** On-going site security and operational risk assessments to monitor compliance and ensure that our security systems are current, viable, and reflect industry best practices.
- **Fire Protection Systems:** Comprehensive fire protection measures including NFPA-compliant smoke and heat detection systems for early warning to employees and a central monitoring station to notify the local fire department, robust fire suppression systems with in-rack/in-aisle and ceiling sprinklers, and 24/7 monitoring and routine testing of all detection, suppression, and alarm systems.
- **Pest Control Measures:** IRM contracts with various local companies for pest inspection and/or treatment services, with most locations undergoing pest inspections every other month.

Figure 4. IRM Facility Security and Protection Measures.

IRM uses both electronic access controls and personal recognition as methods for controlling access to and ensuring the security of our facilities. All facilities maintain a system of positive employee and visitor identification and logging. Copies of visitor logs for locations where County and PPA records are stored can be provided upon request. Facility access is available during normal working hours and after hours upon request. The County or PPA must notify IRM within 48 hours or as otherwise coordinated before an inspection. We require all visitors to be announced ahead of time and have proper identification prior to entering as part of our standard security procedures.

Storage Environments and Materials Stored (SOW 2.1.5)

The bulk of customer records in IRM storage are in the form of hard copy documents, typically of an administrative nature, which are stored for regulatory requirements or reference. IRM also stores healthcare records, transactional records, vital records, and records in various formats, such as electronic media, films, x-rays, audio, videotapes, and digital media.

For the County's documents, IRM currently provides the following:

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- **Standard Storage**: For normal hard-copy business records, IRM offers standard storage in our record centers. Since paper records will not suffer significant deterioration within periods of time far exceeding most retention schedules, IRM does not regulate the temperature or humidity in Standard Storage space except for a basic level of heating in northern climates. ***We currently store approximately 72,380 cubic feet of County material in standard storage***.
- **Air Conditioned Storage**: IRM offers an air conditioned environment for records that require lower temperatures. Records are placed in enclosed, air conditioned rooms that maintain consistent temperature levels to prevent deterioration. ***We currently store approximately 788 cubic feet of County material in air conditioned storage.***

A.20.1.2 Data Management Facilities (SOW 2.1.3.1, 2.1.3.2)

IRM operates an extensive network of data management vaulting facilities throughout the U.S. to support government agencies. ***For the County, we will continue to use the IRM-owned Gilbert, AZ facility at 1420 N. Fiesta Blvd, where we currently store 768 open media and 77 closed containers***. Equipped to accommodate the County's need for 5,961 magnetic tapes, this specialized facility ensures operational continuity. Our specialized facilities are strategically located to serve as major disaster recovery centers during emergencies and disaster testing in addition to daily offsite tape vaulting requirements. IRM's data protection and recovery services provide quality services and products that protect our customers' critical information. All of our data protection facilities are managed by extensively screened, rigorously trained teams of data protection professionals. IRM's data protection vaults are equipped with the following specifications:

Features	Details	
Security	• Concrete, steel-reinforced vault construction with solid steel doors and an electronically controlled security enclosure. • Electronic access control on all doors. • Intrusion prevention systems.	• Alarm systems with battery backup power. • Customer-requested access to our 24/7 help desk support. • Access restricted to authorized IRM personnel. • 24/7 Camera surveillance with recording devices.
Safety	• Sophisticated fire detection systems with local and offsite central monitoring. • Water-detection system. • Automatic Halon fire suppression system. • Routine pest inspection or treatment services.	• Temperature and humidity monitoring control systems including maintaining temperature between 64-74°and humidity between 35-45%. • Full backup power provided by diesel generator.

Figure 5. Data Management Vault Specifications.

A.20.1.3 Business Continuity (SOW 2.1.6, 2.1.7)

IRM maintains Business Continuity Plans (BCP) across all facilities to provide a management process and structure to facilitate the appropriate response and recovery to an incident or potential crisis. IRM's BCPs identify our response structure and provide guidance on the activities to assess the situation, decide whether to activate the appropriate teams, escalate the situation, or decide whether to activate the BCP and manage/monitor response activities. Key elements include:

- **Comprehensive Management Structure**: BCPs outline clear response protocols, escalation procedures, and team activation for efficient incident management, including defined processes for securely transferring records to another facility or back to customers, if needed.
- **Operational Resilience**: Maintenance contracts minimize equipment downtime, and strategically located disaster recovery sites ensure the rapid restoration of services.
- **Damage Mitigation**: Proven processes and partnerships are in place for the swift drying, inspection, and restoration of water-damaged paper records, including freeze-drying and ozone chamber capabilities for extreme cases. Mitigation plans can be provided to customers with impacted inventory.
- **Compliance and Security**: BCPs are developed in accordance with all contract and local requirements, prioritizing the safety and security of customer materials.

IRM can provide an overview of our business continuity (emergency preparedness) plan that is tailored to the County's needs upon request. Should a natural disaster or incident occur, IRM will notify the County Records Manager within 48 hours of confirming that the County's materials are involved. Following this initial notification, we will provide a standard initial mitigation plan within 72 hours. The time required to complete a detailed evaluation of all impacted inventory, and develop a comprehensive mitigation plan, is heavily dependent on several variables. These factors include accessibility of the affected records due to local authority emergency management jurisdiction, the extent of the damage, safety of personnel, and the scale of the event. As a result, comprehensive details on individual assets will be provided as IRM executes its mitigation plan. Our dedicated Account Manager will ensure prompt communication and status updates for these events.

A.20.2 Secure Transportation (SOW 2.1.10)

A.20.2.1 Iron Mountain Vehicle Technology and Security

The County and PPAs will benefit from IRM's reliable, secure fleet of vehicles used to transfer existing storage holdings, accommodate regular pick-ups, and support retrieval requests. ***Our fleet of more than 2,600 vehicles performs 15 million trips per year worldwide*** to support all aspects of our customers' information management programs.

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- **InControl Transportation System:** IRM's patented InControl Transportation System provides industry-leading security, real time tracking, chain of custody visibility, and standardized operational controls to protect the County's and PPAs' material while in transit. The InControl process uses real-time wireless scanning technology to validate pickup and delivery transactions, confirming on-time arrival at the storage facility within the designated timeframe.
- **Vehicle Process Controls:** IRM's transportation security features, including compartmentalized locking, driver proximity alarms, dual-key ignition, in-motion detection, and six-sided cargo padding, minimize workflow errors and protect transported materials. Our vehicles are equipped with Babaco alarm systems, securing both vehicle cabs and cargo areas to ensure full compliance with the Arizona Department of Transportation's (ADOT) vehicle security requirements for transporting County records.

Our delivery teams use standard operating procedures with clearly defined processes that are designed to meet the need for consistent and secure information transport through error reduction and process integrity. Drivers follow strict loading and transport procedures to prevent risk. Loading and unloading are supervised by an IRM employee, and vehicle/facility doors are only unlocked and opened during the loading and unloading process.

A.20.2.2 Third Party Vehicle Security

For efficient, cost-effective large-scale or long-distance records transfers, IRM may utilize third party shipping vendors. All third party vendor vehicles meet stringent security, tracking, and issue resolution standards including the following:

- Cargo areas equipped to properly secure materials with cargo containment straps and bars.
- Secured trailer at all times when customer materials are on board.
- Sealed trailers with high-security bolt locks.
- Capability to poll vehicles on intervals of 15 minutes or less via GPS.
- Appropriately licensed drivers for all vehicle types.
- Transportation is meticulously planned between the vendor and appropriate contacts.
- Routes are pre-determined; any route modifications will require pre-approval.
- GPS tracking activity history will be provided when requested.
- Shipment Bill of Lading (BOL) must be completed and signed by the driver prior to the load being released.
- Drivers will have mobile phones or be accessible at all times.

A.20.3 Professional Affiliations and Regulatory Compliance (SOW 2.1.11 to 2.1.12)

IRM is an industry leader in secure and compliant information management, consistently exceeding regulatory requirements and safeguarding customer data with robust, integrated security solutions. Our commitment to advancing government records management is evidenced by our active involvement and sponsorship of organizations like National Association of Government Archives and Administrators (NAGARA), and we maintain professional standards and regulatory compliance through PRISM International (see ***Section B Qualifications***). Paul Fisher, IRM's Account Executive for the County, has been an AIIM Professional Advisory Council member, is the current President and three-time Past President of the AIIM Wisconsin Chapter, and a member of ARMA Milwaukee Chapter. Additionally, we have a Certified Records Manager (CRM), Christopher Whitaker, located in Richmond, VA, who will support the County and PPAs on a per project basis (an alternate CRM may be assigned based on availability). We adhere to relevant data protection laws and industry-specific regulations, including HIPAA Privacy, Security, and Breach Notifications Rules for PHI and global data protection laws such as GDPR.

A.20.4 Inventory Transfer (SOW 2.2)

A.20.4.1 Transfer Process to Iron Mountain Facilities (SOW 2.2.1, 2.2.2, 2.2.3, 2.2.4)

As the incumbent contractor, IRM currently maintains the records, and therefore, a phase-in plan is not required.

A.20.4.2 Transfer Process to New Contractor (SOW 2.2.5, 2.2.6, 2.1.14.1)

IRM provides industry best practices, defined processes, and tested procedures to support the transition of records from our facilities to a new Contractor's facility. Consistent with our current agreement with the County, IRM will not apply a permanent removal charge for the withdrawal of the County's boxes. To ensure a swift and seamless transition, we are committed to completing the move-out process within 60 days. This accelerated timeline significantly exceeds standard industry service level agreements, which align with our current service to the County at approximately 1,200 cubic feet per month. To achieve the County's expedited schedule and dedicate the necessary resources for its rapid execution, an accelerated inventory phase-out fee will apply. **Figure 6** outlines our comprehensive process for phase-out activities. For media, IRM will follow our standard retrieval process to return media to the County (see ***Section A.20.5.2***).



Figure 6. Phase-Out Activities Workflow.

IRM ensures a structured and secure phase-out through collaborative planning and County approval.

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- Upon receiving a carton barcode list from the County, we initiate a permanent withdrawal order, which includes retrieving cartons from their storage locations in our record center, affixing matching outcards to each carton, and transferring them to the retrieval station within the record center.
- Cartons will be palletized using our standard eight (8) block pallet stacking process and we will perform a double scan of each carton starting with the RFID label and then the matching outcard. We will coordinate with the new Contractor to facilitate the pickup of the pallets and all carton barcode numbers will be scanned and loaded onto the new Contractor's designated vehicle(s).
- Prior to leaving IRM's facility, the new Contractor will verify receipt of materials with an electronic signature, confirm that the vehicle is closed and sealed with a bolt seal provided by the new Contractor, and that the seal number is noted on the Bill of Lading (BOL), which is signed by the new Contractor's courier.
- We will notify the County when the shipment is on its way and provide a scanned copy of the BOL.
- Upon arrival at the final destination, the County will confirm, via email, that the load and seal have arrived intact, with immediate discrepancy reporting to ensure a smooth and accurate transition.

A.20.5 Defined Workflows and Chain of Custody Tracking (SOW 2.3)

The County and other PPAs benefit from IRM's comprehensive records and information management services, encompassing standardized solutions for transportation, retrievals, refiles, interfiling, rush/critical delivery, indexing, scanning, destruction, carton purchases, and specialized labor. We combine industry best practices, defined processes, and tested procedures to effectively support our customers' records programs. Our proven workflows incorporate standard operating procedures with multiple barcode scans to ensure accurate processing of all materials in our custody. We also regularly measure our quality control processes to drive continuous improvement. To fully ensure chain of custody and protection, IRM utilizes the following practices:

- **Box/Container Identifiers**: Assigning unique ID(s) that stays with a box or container for its lifecycle.
- **Multiple Scanning Points**: Scanning of barcodes at multiple locations including pickup, facility loading dock, unique storage location, and for all further transactions that are performed, building an ongoing audit trail of activity.
- **Temporary Holding Areas**: Holding of material in temporary space that is used prior to processing, filing, and retrieving.
- **Box Repair**: Replacing boxes that are damaged at the time of receipt.
- **Barcode Usage**: Applying barcode labels to every box (and files when appropriate) or container to reduce data entry errors and validate accuracy as part of total quality processes.
- **Online Portals**: Using IRM's secure web portals—IMConnect for documents and SecureSync for media—authorized users can easily schedule boxes or containers for pickup and view a variety of reports (see ***Section A.20.8***). Once all material is safely stored, our customers receive an email notification for orders placed via IMConnect or SecureSync.

A.20.5.1 Incoming Workflow (SOW 2.3.1, 2.3.2)

IRM's proven workflows ensure chain of custody and proper care for our customers' informational assets. Benefits of our Incoming Workflow (**Figure 7**) include triple-check process redundancies to protect the security and chain of custody of customer information and validation that all new items are received with descriptive information. Our incoming workflow drives secure, reliable service and augments the quality of records indexing for improved access and management. IRM will work closely with the County and PPAs to schedule these services.



Figure 7. Incoming Record Workflow.

The County or PPAs will initiate pickup through IMConnect for documents or SecureSync for media. IRM can provide boxes and labels with a passive Radio Frequency Identification Technology (RFID) chip that is pre-associated to the barcode. Each box's blue RFID barcoded sticker identifies the specific, individual box. Each County or PPA's box will be given an additional white 'buddy' label that can be affixed to an internal inventory list before sending the records to IRM's facility. Barcodes are placed on the outside of boxes and the County or PPAs can write a description of the contents and the destruction date in the designated fields on the box. IRM also offers Site Validation services, which allows the County or PPAs to maintain precise control over their records by uploading metadata to IMConnect, including destruction dates, for boxes. When our drivers collect records, each box is scanned, and the scanner identifies any box within that order that is missing a destruction date, ensuring that it is not inadvertently picked up. With our Site Validation service, drivers are authorized to pick up only those boxes explicitly listed on the order, and any unlisted boxes cannot be accepted at the time of pickup. Similarly, if a listed box needs to be retained by the County or PPAs, it must be removed (delinked) from the current order before it can be scheduled for pickup on a new request. For media orders, the County or PPAs will load all identified media into IRM-provided containers and secure all containers for transport.

IRM verifies authorized customer personnel on site and scans barcodes associated with each box or media container. Authorization is confirmed with a signature for boxes and a secure pin/signature/ID for media. The County or PPAs will receive an email notification

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confirming the pickup of boxes, and they can also set up their SecureSync account to send a system-generated email confirming the pickup of media containers. Materials are securely transported to our facilities and scanned upon arrival, with an additional validation scan to confirm receipt. Boxes and media containers are scanned again at their assigned storage locations to confirm that the materials have been accurately stored. Status and reports are available in IMConnect for boxes and in SecureSync for media (***Section A.20.8*** includes reporting options).

Records Received (SOW 2.2.3)

For boxes received at our storage facilities, IRM offers a variety of activity reports in IMConnect, including Activity by Location and Storage Growth Analysis reports (**Figure 8**) that provide details of ordering activity and new boxes that have been inbounded, ensuring that the County can track their records from their existing location to IRM facilities.

Activity by Location Report

Customer ID	Address 1	Address 2	Address 3	City, State, Zip, Country	Address Code	Retrieval Orders	Pickup Orders	Product Orders	Permanent Withdrawal Orders	Onsite Shredding Orders	Offsite Shredding Orders	XOD Orders	IOD Orders	Other Orders	Total Orders
CUST1	1000 Campus Drive	Building 1	Suite 400	COLLEGEVILLE, PA 19426 USA	123456	3	1	1	1	1	1	1	1	1	11
CUST1	2000 Campus Drive	Building 2	Suite 100	COLLEGEVILLE, PA 19426 USA	123457	45	5	5	5	5	5	5	5	5	85
CUST1	3000 Campus Drive	Building 3	Suite 500	COLLEGEVILLE, PA 19426 USA	123458	0	1	1	1	1	1	1	1	1	8
CUST1	10 Campus Drive	Building 4	Suite 500	COLLEGEVILLE, PA 19426 USA	123459	0	0	0	0	0	0	0	0	0	0

Storage by Growth Analysis Report

Customer ID	Customer Name	Year	Month	Unit of Measure	New Inventory Cartons	Cartons Permanently Withdrawn	Cartons Destroyed From Storage	Total Cartons In Storage	Carton Percentage Growth	Unit of Measure	New Inventory Cubic Feet	Cubic Feet Permanently Withdrawn	Cubic Feet Destroyed From Storage	Total Cubic Feet	Cubic Feet Percentage Growth
CUST1	CA001 INC	2009	November	Cartons	16	5	2	1,933	0.50%	Cubic Feet	128	26	16	14,948.30	0.60%
CUST1	CA001 INC	2009	December	Cartons	12	2	3	1,940	0.40%	Cubic Feet	14.4	2.2	3.6	3,022.90	-79.80%
CUST1	CA001 INC	2010	January	Cartons	9	9	1	1,948	0.40%	Cubic Feet	13.6	10.8	1.2	3,035.30	0.40%
CUST1	CA001 INC	2010	February	Cartons	1	3	3	1,945	-0.20%	Cubic Feet	1.2	3.6	3.6	3,031.70	-0.10%

Figure 8. Example Records Received Documentation.

For media, the County can elect to receive an email with a Vault Status Report (**Figure 9**) when the material is received into IRM's inventory system.

IRON MOUNTAIN

Printed By: Last Name, First Name
Report Date: Friday, January 03, 2025 05:15:33 AM
Report Name: rp_vsr_status.rdl

Vault Status Report

Report Data Range:	12/01/2024	**To:**	12/31/2024	**Media:**	All
Customer:	All				
Detected In:		**Detected Type:**	All		
Include Other Open Media Exceptions:	Yes				

Account Summary

Customer	Name	Media	# of Inbound	# of Outbound	# of Media Audited	# of Destruction	# of Unresolved Discrepancy
112922	Sample One	Container	2	0	0	0	0
114101	Sample Two	Container	8	2	0	0	0

Figure 9. Example Vault Status Report for Media Storage.

Service Level Agreements

IRM will provide pick-up service for boxes within a 50-mile radius, using the following Service Level Agreements (SLAs):

- **Regular Pick-Up**: Pick-up will occur one (1) time per week via a predetermined schedule.
- **Rush Pick-Up**: Orders placed before 4:00 p.m. on a business day will be picked up within one (1) business day.

IRM's Data Management SLAs for pick-up are as follows:

- **Schedule Pickup**: Orders scheduled in advance will be picked up on the date requested either within the pre-established service window (e.g., 1:00 p.m. to 3:00 p.m.) or at a mutually agreed-upon time.
- **Critical Specials (within a 30-mile radius of the servicing branch)**: Orders will be picked up within three (3) hours of receipt.
- **Critical Specials (outside a 30-mile radius of the servicing branch)**: Orders will be picked up within 12 hours of receipt.
- **Standard Specials**: Orders will be picked up within 24 hours of receipt.

Re-boxing Procedures

If a box is materially damaged while in IRM's possession, we offer the County and PPAs flexible re-boxing options. Retrieval history for all boxes is available via IMConnect. Our re-boxing options include:

- **Automatic Re-boxing with Notification**: Upon identifying a container requiring re-boxing, IRM will proceed with the re-boxing and provide an email notification to the designated contact, including a list of the affected boxes, upon completion.
- **Customer-Approved Re-boxing**: When a container is identified as a re-box candidate, IRM will send a notification to the County or PPA representative with relevant details to facilitate an informed decision. Upon authorization, the damaged container will be replaced, contents moved and a replacement barcode with the same barcode number will be applied. The face of the original box will be removed and placed inside the new box behind its face. The new box information will be stored in our inventory tracking system.

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- **No Re-boxing – Overcarton and Return**: The County or PPAs may elect to have IRM place any containers requiring re-boxing into an overcarton and return them for the County or PPAs to manage and evaluate the returned containers directly.

A.20.5.2 Retrieval Workflow (SOW 2.3.3.1, 2.3.3.2, 2.3.3.3, 2.3.6)

IRM performs 11.3 million retrievals from our company's facilities to customer sites each year. IRM's IMConnect provides our customers with the ability to request records to be returned as required, either by individual files, units of records, or entire containers of records. To simplify and accelerate the retrieval process, authorized users will have access to IRM's convenient, centralized portals, IMConnect or SecureSync, in order to submit service requests for all records stored in IRM facilities. Our customers can retrieve records by phone, fax, or email 24/7/365. All record types are retrieved by IRM staff and sent to the specified location in accordance with their respective service level agreements. IRM facilities contain private viewing areas that our customers will have access to for file auditing or reviews if necessary.

IRM utilizes standard procedures, depicted in **Figure 10**, and trained personnel to accurately locate the records for retrieval with an auditable chain of custody.

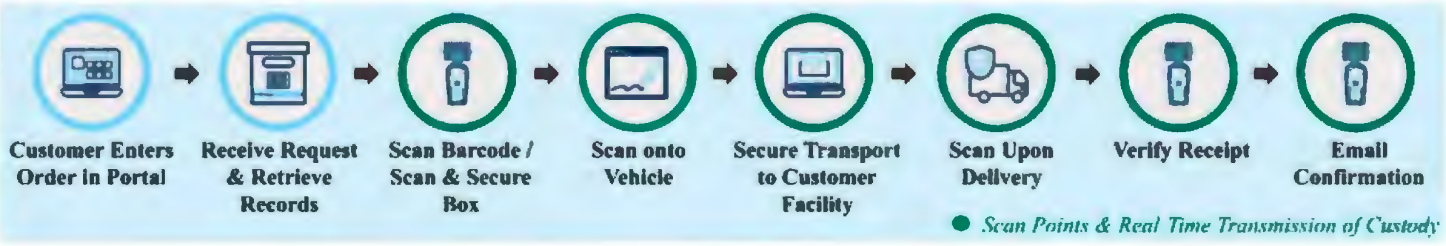


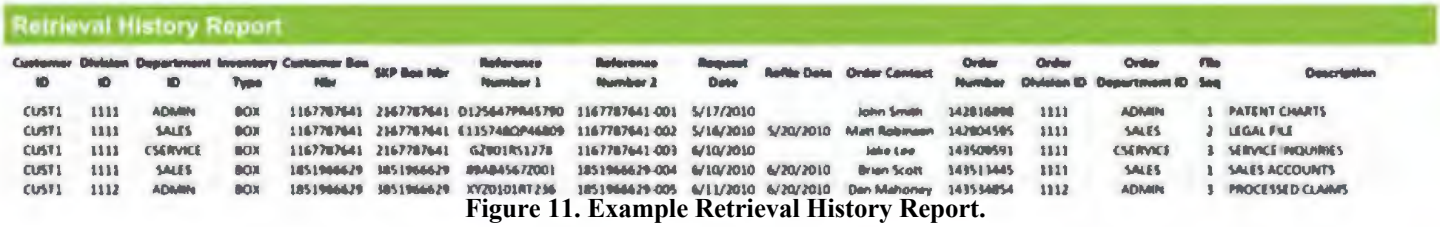
Figure 10. Record Retrieval Workflow.

IRM's retrieval service highlights include:

- **Carton Banding:** To protect the contents while in transit, IRM double bands each carton scheduled for retrieval before it is placed in the IRM vehicle.
- **Retrieval Label Double Scan:** To ensure order accuracy, an additional label is applied to each carton or package of files. This step prevents the wrong carton from being retrieved. Labels are scanned in a staging area to verify that the correct item has been retrieved.
- **Vehicle Validation:** We make sure every carton or package of files is loaded onto the right vehicle for optimum delivery efficiency. Cartons and packages are scanned as they are loaded, and the vehicle cannot leave until all requested cartons or packages have been accounted for.
- **Validation at Customer Site:** As part of the InControl process, drivers complete the retrieval by scanning each carton at the customer's location. This final check-and-balance step validates that the correct carton or package was delivered to the correct customer location.

Record Retrieval Documentation (SOW 2.3.6.2)

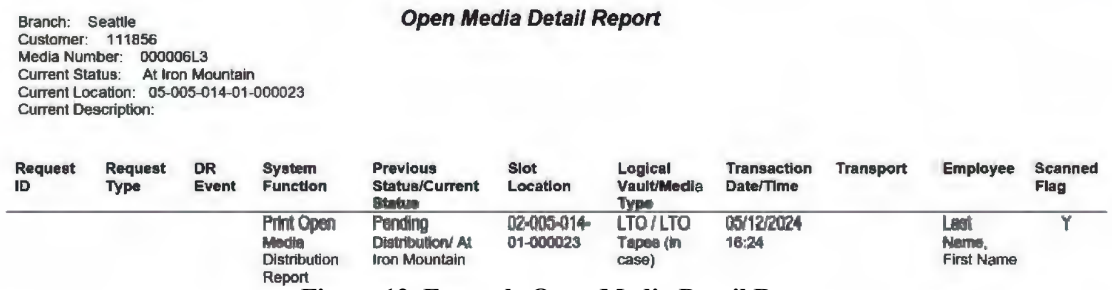
IRM's IMConnect system provides authorized County or PPA personnel with comprehensive retrieval tracking and documentation. **Figure 11** provides an example of the Retrieval History report, which details each retrieval by file or box, the requesting organizational unit, and the individual who initiated the request. Access to this information is strictly limited to authorized and identified County personnel.


Retrieval History Report

Customer ID	Division ID	Department ID	Inventory Type	Customer Box Nbr	SKP Box Nbr	Reference Number 1	Reference Number 2	Request Date	Refile Date	Order Contact	Order Number	Order Division ID	Order Department ID	File Seq	Description
CUST1	1111	ADMIN	BOX	1167787641	2167787641	012564799845790	1167787641-001	5/17/2010		John Smith	142816988	1111	ADMIN	1	PATENT CHARTS
CUST1	1111	SALES	BOX	1167787641	2167787641	6135748QP46809	1167787641-002	5/16/2010	5/20/2010	Matt Robinson	142804595	1111	SALES	2	LEGAL FILE
CUST1	1111	CSERVICE	BOX	1167787641	2167787641	GZ901RS1278	1167787641-003	6/10/2010		Jake Lee	143509591	1111	CSERVICE	3	SERVICE INQUIRIES
CUST1	1111	SALES	BOX	1851966629	1851966629	89AB45672001	1851966629-004	6/10/2010	6/20/2010	Brian Scott	143513445	1111	SALES	1	SALES ACCOUNTS
CUST1	1112	ADMIN	BOX	1851966629	1851966629	XYZ01O1RT236	1851966629-005	6/11/2010	6/20/2010	Dan Mahoney	143534854	1112	ADMIN	3	PROCESSED CLAIMS

Figure 11. Example Retrieval History Report.

IRM can provide the history of individual media upon request. **Figure 12** provides an example of this report.


Open Media Detail Report

Branch: Seattle
Customer: 111856
Media Number: 000006L3
Current Status: At Iron Mountain
Current Location: 05-005-014-01-000023
Current Description:

Request ID	Request Type	DR Event	System Function	Previous Status/Current Status	Slot Location	Logical Vault/Media Type	Transaction Date/Time	Transport	Employee	Scanned Flag
			Print Open Media Distribution Report	Pending Distribution/ At Iron Mountain	02-005-014-01-000023	LTO / LTO Tapes (in case)	05/12/2024 16:24		Last Name, First Name	Y

Figure 12. Example Open Media Detail Report.

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Service Level Agreements

All requested retrievals from a customer facility located within 30 miles of IRM's facility will be delivered in accordance with the following SLAs:

- **Standard Retrieval**: Orders placed by 3:00 p.m. will be delivered on the next business day by 2:00 p.m. MST.
- **Rush Retrieval (Business Day)**: Orders not exceeding forty (40) items will be delivered to the customer's facility within a 3-hour window when the request is submitted by 3:00 p.m.
- **Rush Retrieval (Weekend/Holiday/After Hours)**: Orders not exceeding forty (40) items will be delivered to the customer's facilities within a 4-hour window when request is submitted on a weekend, holiday, or after 3:00 p.m. on a business day.

IRM's Data Management SLAs for delivery are as follows:

- **Schedule Delivery**: Orders scheduled in advance will be delivered on the date requested within the pre-established service window.
- **Add-on Requests**: Additional media requests for a scheduled service must be placed on or before 7:00 p.m. the previous business day. All "add-on" requests received before 7:00 p.m. the previous business day will be delivered on the next scheduled service.
- **Critical Specials (within a 30-mile radius of servicing branch)**: Orders will be delivered within three (3) hours of receipt.
- **Critical Specials (outside a 30-mile radius of the servicing branch)**: For orders outside a 30-mile radius of the servicing branch, media will be delivered within 12 hours of receipt.
- **Standard Specials**: Orders will be delivered within 24 hours of receipt.

A.20.5.3 Re-filing Process (SOW 2.3.7)

IRM's re-file process ensures accurate receipt and re-filing of full boxes and individual files by using multiple barcode scans. For individual files, a putaway label (**Figure 13**) is printed and applied to the file, and we will verify that the original shelf location matches the file putaway label. We will then verify the box that the file belongs in by matching the box number on the file putaway label to the box barcode number. The file putaway label and the original box are scanned, and then the file is inserted into the box in sequential order or where a placeholder was inserted.



Figure 13. Sample Re-file Putaway Label.

A.20.5.4 Electronic Retrievals (SOW 2.3.3.4, 2.3.4, 2.3.5)

The County and PPAs can use IRM's Image on Demand (IOD) process to request electronic delivery of physical files and documents. IOD delivers on-demand scanning and digital availability of stored records within hours, offering a cost-effective enhancement to traditional delivery methods. IRM will retrieve, prepare, and scan the documents into a secure image repository where designated County or PPA personnel can access the searchable PDF files that meet or exceed ANSI and AIIM MS44 standards in our online portal, IMConnect. Users will be notified upon image availability, and the physical items are reassembled and returned to their original storage location after digitization. Our IOD workflow benefits the County and PPAs with a secure chain of custody—the original documents never leave the security of IRM's facility—and a high level of data transmission security through industry standard encryption technology.

A.20.6 Document Conversion Solutions (SOW 2.4)

IRM's digitization solutions offer a secure end-to-end program for all facets of digital transformation, including document preparation, digitization, quality assurance, indexing, document reassembly, and production of a compliant image output. IRM's digitization services (**Figure 14**) offer comprehensive support for a variety of customer needs while prioritizing end-to-end chain of custody, secure facilities, proven processes, and vetted personnel.



Figure 14. IRM's Digitization Solutions.

A.20.6.1 Digitization Capabilities

IRM works with our customer stakeholders to select the appropriate digitization specifications to meet the business requirements of the project and return high-quality digital images and extracted intelligence/metadata. **Figure 15** outlines the various digitization

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capabilities that IRM offers, demonstrating our ability to create a tailored digitization project. As needed, we can leverage additional IRM facilities to complete multiple, concurrent projects.

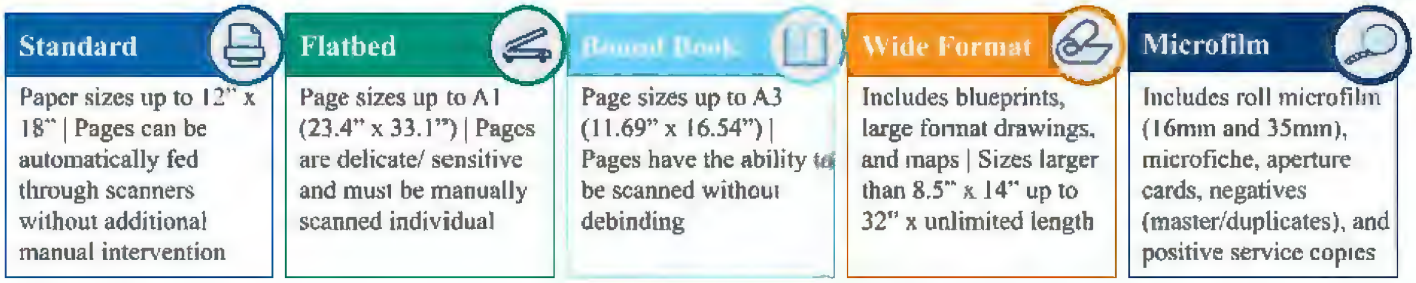


Figure 15. IRM Digitization Capabilities.

A.20.6.2 Digitization Options (SOW 2.3.3.4.1)

IRM offers customers comprehensive services for all facets of digitization. We work to customize and develop a digitization program to meet various needs, including but not limited to the options shown in **Figure 16**.

Option	Description
Color Mode	• Options for bi-tonal (black and white only), grayscale, or color digitization.
Classification	• Additional separation or classification within files at the document level.
Preparation	• Activities include removing fasteners, photocopying, minor repairs, and repositioning documents. • Preparation levels are: customer-prepared, light, standard, or heavy.
Reassembly	• Includes activities such as the refastening of documents, and the placement of loose paperwork back into the box/container.
Digitization Resolution	• Digitalization at 200, 300, or 400 dots per inch (DPI).
Indexing	• As requested, creation of necessary metadata fields to support standard search functionality to access the documents or data captured.
Quality Assurance	• Post-digitization quality review to ensure the level of quality meets image quality and indexing accuracy. • Quality control approaches may include performing statistical sampling using the ANSI/ASQC Standard Z1.4 at a 1.0 Acceptance Quality Level (AQL), or 100% visual inspection and comparison of the images to the original document. • As requested, may also perform post virtual rescan (VRS) modifications which include image orientation cleanup and blank page deletion. • Image quality control will meet or exceed AIIM MS44 standards.
Image Output	• Standard image-only PDF file or TIFF image; or • Searchable PDF that utilizes OCR conversion to produce the recognized text equivalent of the image contents, allowing a search functionality within PDF files.

Figure 16. Document Conversion Options.

A.20.6.3 Digitization Process (SOW 2.4.1.3)

IRM has established Standard Operating Procedures (SOPs) based on decades of digitization experience, as defined in **Figure 17**. Our Imaging Center staff are trained on the procedures, and adherence to them is verified through our Internal Audit group as part of regular site inspections. These SOPs include establishing documentation for each distinct application, training acknowledgment for each operator involved in the application, tracking, and logging of tasks and operators, and Quality Assurance (QA) inspections noting any resulting corrective actions.



Figure 17. Document Conversion Process.

Our detailed process and tracking tool, IMTrack, provides customers visibility to where every box, document, and image is in the digitization process and offers assurances that their information is protected. We use patented technologies and strict protocols to safeguard sensitive information when it is in our custody.

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A.20.6.4 Quality Control Methodology (SOW 2.4.1)

Our Quality Assurance Plan is designed to review and monitor the quality of information throughout the entire digitization process, ensuring that we provide a high-quality, multi-reviewed product that accurately reflects the original document. We tailor the level of quality control as needed, focusing on four primary areas of concern:



- **Document Preparation Quality Review**: Random samples are reviewed within each prepped box, verifying that IRM personnel are adhering to the document preparation SOPs and the customized job specifications.
- **Scanning Quality Review**: Images are reviewed during the scanning process for image clarity in accordance with relevant industry standards, and page capture is reviewed based on project specifications.
- **Post-Scanning Quality Review**: Random samples are reviewed within each scanned box or unit of material, verifying that IRM personnel are adhering to the IRM Imaging Operations SOPs and the customized job specifications. This review compares the paper versus images using the ANSI statistically valid sampling plan for each box.
- **Indexing Quality Review**: This review is customized based on the project design of the metadata fields and is specific to how the data fields are captured (e.g., manual keystrokes, automated using customer data, or barcode recognition). The quality options include a review of the index/metadata to the image, using the ANSI statistically valid sampling plan, and double key verification.

A.20.6.5 Document Conversion Equipment (SOW 2.4.1.2)

IRM provides tailored document conversion solutions to deliver high-quality electronic images of their data. We utilize Kodak BBH nGenuity production scanners to perform high-volume digitization, which can handle a wide variety of paper types and conditions and operate at 90, 125, or 150 pages per minute. For manual handling of documents that cannot be fed through a high-volume scanner, we use Fujitsu 6770C with flatbed capability. Large-format scanning generally takes place on IDEAL large-format scanners.

IRM's InSight Intelligent Document Processing (IDP) drives a wide variety of capture devices, providing automated batch process control and sequencing, and generates multiple outputs to seamlessly integrate with business and content management systems. Applications are uniquely defined to fit capture, process flow, and output requirements, ensuring consistently high-quality document image and index packages. Leveraging advanced software automation, including barcode recognition, machine printing recognition (OCR), handwriting/hand-printing recognition (ICR), mark recognition (OMR), form recognition, and data match and merge, Insight IDP significantly reduces human workloads and costs. ***This efficiency is exemplified in our current support of the Industrial Commission of Arizona (ICA) digitization efforts, where we are overcoming complexities posed by variable, aged, and multilingual forms through advanced OCR and AI/ML technology, demonstrating the platform's ability to streamline processes and lower expenses (***see ***Section B.3 Demonstrated Experience)***.

The enterprise environment allows centralized management for all connected locations and supplies considerable post-scan processing resources for computer-intensive tasks such as PDF generation. Individual digitization applications (batch classes) may be created anywhere and uploaded to the central servers and may be distributed to any site in a matter of minutes. In conjunction with IRM's Standard Operating Procedures, this supports consistent image conversion processes and delivers dependable results for customers wherever the scanning takes place.

A.20.7 Document and Media Destruction Solutions (SOW 2.4.2, 2.4.2.5, 2.4.2.6, 2.4.2.8)

IRM currently provides the County with shredding and destruction services, ensuring that paper and electronic media types are permanently destroyed, unreadable, and non-recoverable. ***In 2024, we destroyed more than 195 US short tons of paper for the County.*** We tailor our services to meet the County's and PPAs' diverse needs, offering both routine and special project solutions. From receipt to final disposition, all labor, supervision, supplies, materials, vehicles, and equipment required to facilitate and complete the destruction is provided by IRM. Once destroyed, IRM disposes of all destroyed material in an environmentally-friendly manner, and Certificates of Destruction are available for auditable proof of destruction.

A.20.7.1 Archival Destruction Services (SOW 2.4.2.1)

For records stored in IRM facilities, we offer a secure and accurate archival destruction process for various record types, including hard copy and non-textual materials such as tapes, CDs, and microfiche, with documented chain of custody at all steps, comprehensive security controls, and services performed by trained specialists using precision equipment. These services facilitate the management of customer storage program costs while helping customer organizations meet their legal and regulatory obligations.

- **Automated Destruction Eligibility Reporting**: The County and PPAs can enter retention schedules in IMConnect, and based on the destruction dates provided, IMConnect generates a Destruction Eligibility Report that includes a list of all cartons eligible for destruction. This report is available in IMConnect's Report Center or it can be scheduled to be sent via automated email on a weekly or monthly basis.
- **Secure Destruction Checks and Balances**: Destruction only proceeds after careful review and authorization by customers and IRM. As items are pulled from their shelf locations, we scan both the original carton label plus a specially colored destruction label to validate that the correct item has been pulled. Items staged for destruction are secured and ultimately destroyed using IRM's Secure Shredding services (in markets where IRM shredding services are available) in accordance with the National Association for Information Destruction (NAID) standards. Once materials are destroyed, IRM issues a final destruction report and the customer receives a Certificate of Destruction in their monthly invoice.

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If needed, the County can also permanently withdraw their records from IRM and then self-perform destruction of their records or have a third party pick up records from IRM's facilities to be destroyed in accordance with the County's approved record retention schedules.

A.20.7.2 Secure Shredding Services (SOW 2.4.2.2, 2.4.2.6.1, 2.4.2.7)

IRM currently provides secure shredding services across 52 Maricopa County departments. Our Secure Shredding Services are AAA Certified by NAID and will continue to provide the County (and PPAs) with the necessary resources and proven expertise to create, implement, and monitor a comprehensive, compliant, cost-effective, and sustainable information destruction program.

- **Service Reliability**: Decades-long track record of providing reliable shred services to our customers, with continued stability throughout the economic disruptions of recent years
- **Easy-to-use Customer Portal – IMConnect™**: Ability to easily manage service requests, pay bills, access reports, and perform other functions at any time through IRM's Shredding Center
- **Usage Optimization**: Access to insights via online analytics and dedicated account management, helping the customer to better manage the customer's shred programs and reduce costs
- **Consolidated Services**: Streamlined service delivery and reduced administrative burden enabled by delivery of all shred and records management services from a single vendor
- **Sustainability**: 100% of shredded material is recycled (both paper and non-paper), with a detailed "Green Report" to demonstrate the customer's sustainability contributions

On-site Defined Workflows

IRM provides our customers with on-site shredding and destruction services for materials disposed of in IRM-provided containers. We designed our secure, on-site shredding services for organizations requiring witnessed destruction of confidential materials and/or witnessed Criminal Justice Information Systems (CJIS) disposal of physical media. We have designed our operating procedures, **Figure 18**, based on over 70 years of experience.



Figure 18. On-site Document Destruction Process.

Off-site Defined Workflows

IRM provides our customers with off-site shredding and destruction services for materials disposed of in IRM-provided containers. We have designed our operating procedures, as shown in **Figure 19**, to provide our customers with the most reliable, consistent, and secure service to protect against privacy information theft and breaches. Upon request, witnessed off-site destruction can be coordinated and pre-scheduled for authorized County or PPA personnel.

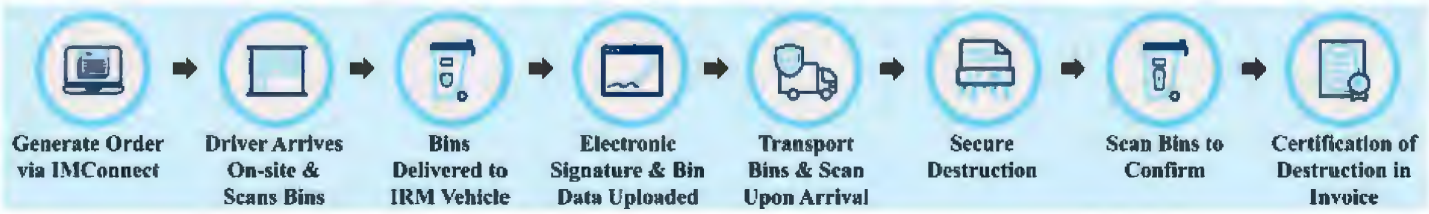


Figure 19. Off-site Document Destruction Process.

On Demand Shredding Services (SOW 2.4.2.3)

Upon request by the County, IRM will provide no less than two (2) on-site shredding events annually at no cost, upon request. The County would need to reach out to IRM's Account Manager, Akira Cooke, to coordinate the event details, including scope of work, volumes, location, and transportation. Completion of these services will take place at a mutually agreed upon time.

A.20.7.3 IT Asset Disposition Services (SOW 2.4.2.2.1)

IRM's IT Asset Disposition (ITAD) services will enable the County and PPAs to destroy and recycle end-of-life data center and IT assets such as backup tapes, drives, laptops, and other IT equipment in a manner that is secure and environmentally friendly.

- **On-site Secure Media Destruction:** Reduces the risk of data leaving the County or PPA premises without authorization by having data destruction technology brought directly to the County's or PPAs' facilities. We follow rigorous data privacy and security workflows to ensure secure and auditable on-site destruction of County or PPA electronic media. IRM uses secure mobile shred units for on-site destruction of disks, tapes, and other storage media devices. Asset information, including serial numbers (if available), is captured for each item prior to shredding. If desired, an authorized County or PPA employee may witness the media's

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destruction. At the final disposition facility, we will smelt shredded hard drives and incinerate shredded plastics using a clean waste-to-energy process.

- **Off-site Secure Media Destruction:** Leverages auditable, field-proven workflows to protect media while in IRM's possession and in transit. Electronic equipment, such as copiers, laptops, monitors, phones, etc., and microfilm and microfiche will be destroyed off-site using environmentally friendly processes in accordance with all Local, State, and Federal regulations.

Once the County's or PPAs' media has been securely destroyed either onsite or offsite, IRM ensures that it is recycled in compliance with Local, State, Federal, and international regulations using an environmentally friendly waste-to-energy or recycling process. With IRM, the County and PPAs benefit from the advantage of partnering with a certified R2 Electronic Recycler, which gives the County and PPAs an auditable process to ensure that no electronic waste is exported or landfilled.

A.20.7.4 Destruction Containers (SOW 2.4.2.4)

IRM currently provides the County with over 290 containers to support their secure shredding needs. We offer a variety of secure shredding containers (**Figure 20**) to continue supporting the County, as well as PPAs. Shredding bins feature a secure hasp lock, minimized paper slot, and deflector to ensure that documents are easily contained and transported. Security consoles include a tamper-evident locking system and a drawstring nylon bag for ease in securing and removing contents. We offer routine weekly, monthly, and bi-monthly pickup of containers, and on-call pickup for special requirements can be coordinated with advanced notice from the County or PPAs.

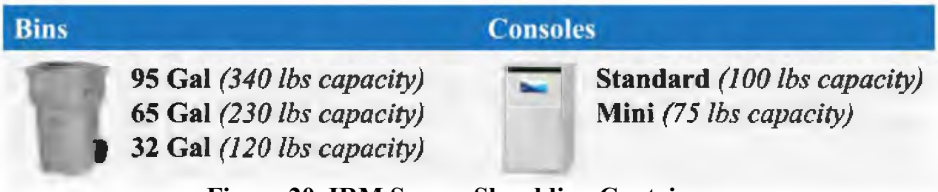


Figure 20. IRM Secure Shredding Containers.

As under our current contract with the County, IRM can continue providing separate containers to support their media destruction needs. To ensure safe destruction of both paper and electronic media, the materials cannot be commingled.

A.20.7.5 Vehicle Security

IRM's on-site shred vehicles perform pierce-and-tear shred with blades set at 5/8-inch and can accommodate up to 5% of non-paper items per pickup. All collected material is processed in accordance with standard IRM workflow and destroyed to an unrecoverable state. Our destruction vehicles are equipped with InControl Transportation Process Controls that provide an added layer of security to ensure that all customer material is protected from pickup, through the destruction process, and during transport to the designated IRM destruction facility.

A.20.7.6 Destruction Certificates (SOW 2.5.1.4)

The County and PPAs can access their Certificate of Destruction (COD) for paper shredding via the Program Monitoring Report in IMConnect and their monthly invoice. Automated Proof of Service Notifications, including an electronic COD with service details, can also be set up. Additionally, IRM can provide standalone CODs for paper shredding to County personnel upon request. For media destruction, CODs will be emailed to the County and PPAs with an Audit Report that lists service details and a sustainability report.

A.20.8 Online Inventory Management Portals (2.5)

IRM provides the County and PPAs with 24/7 access to comprehensive online inventory management portals, empowering them with real-time control and visibility throughout all document management processes.

All IRM customer systems have strong IT security measures in place including:

- Periodic vulnerability assessments and penetration tests on network systems.
- Role-based user level access with individual logins and passwords.
- Internal tracking tools protected by firewalls, advanced intrusion detection, and anti-virus technology.
- Central security alerts and cyber incident management tools, including data backup processes.
- Information security compliance standards that ensure security and privacy controls are implemented and functioning.
- Cryptographic mechanisms to prevent unauthorized disclosure of CUI during transmission and while in storage.

A.20.8.1 Iron Mountain Connect (IMConnect)

IMConnect allows the County's and PPAs' authorized users to view and track their records online. IRM's internal inventory tracking system, SafeKeeperPlus (SKP), manages the physical movement of our customers' records stored within an IRM facility. The Inventory Control module within SKP feeds directly into the customer-facing platform, IMConnect. This is accomplished through built-in quality control checks utilizing barcode technology and redundant processing at each step.

Our customers can use the online access capabilities of the IMConnect system to implement a compliant records management program. The IMConnect Record Center will facilitate the location of cartons or files quickly and easily, inventory management, and a customized search engine. Basic searches within the Record Center dashboard are by keyword; advanced searches can filter by record type, status, dates, and descriptions. The customer's personnel can search across the entire organization's records to get an enterprise-wide view of all relevant records and transactions.

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IMConnect Portal Highlights:		
• Query, search, and locate • Individual records, sets of records, or cartons • Enterprise-wide or program-level view • Iron Mountain services • Identify records • Litigation support • Records analysis	• Electronic retrievals • Report generation • View carton and file transaction history • Inventory control processes • Custom data entry fields • Custom required fields to capture critical information • Access control tools	• Custom data validation for Retention Management • Add detailed retention schedules, policies, and procedures • Manage and monitor Component and program-level retention programs

Figure 21. Highlights of IRM's IMConnect Portal.

IMConnect Report Center

IMConnect's Reporting Center provides the County and PPAs with key capabilities to monitor program performance by generating numerous activity, financial, inventory, and retention reports for tracking progress against business objectives; ensure program compliance through easy tracking of adherence to program requirements; and identify potential weaknesses in the program while quantifying the impact of necessary service adjustments. In addition to the Activity by Location, Storage Growth Analysis, and Retrieval History reports outlined in ***Section A.20.5***, IRM offers the following reports aligned with the specific solicitation requirements:

- **Carton Inventory**: A current inventory report for all cartons stored at IRM, providing the current status of each carton (in storage, destroyed, permanently removed) along with key customer information, including department and individual box numbers. Additionally, the report includes specific dates relevant to the carton lifecycle, such as the date of receipt, the actual destruction date, or the scheduled destruction date based on the County's and PPAs' provided retention schedules. This detailed report can be generated as needed or conveniently scheduled for automated delivery at select intervals, including quarterly.
- **Program Monitoring Report**: Details shredding activity and services that were performed over a period of time. The report includes a Certificate of Destruction for each shred event.

Beyond IMConnect's standard reporting options, IRM's National Account Manager can provide a Usage Report in a pre-approved format to the County upon request. Separately, the Usage Report will be provided to the Public Promise Procurement (PPP) within 30 days after each year of the contract detailing all purchases made under this contract.

A.20.8.2 Secure Sync

SecureSync, IRM's innovative media tracking system, provides auditable chain-of-custody control, enabling the County and PPAs to efficiently manage their media assets. Key features include:

- **Process and Request Media:** Schedule pickups/retrievals on a regular or occasional basis, generate status and exception reports, and download detailed inventory files of all containers.
- **Authorization:** Create custom authorization for each user and account level security controls.
- **Research:** Review vault/quality inspection results and search for containers or transports.
- **Disaster Recovery:** Create disaster recovery plan instructions for IRM, search for IRM employee emergency contacts, and track media at recovery sites, minimizing downtime.

A.20.8.3 IT Asset Management System (SMS)

With ***14 U.S. Asset Lifecycle Management (ALM) facilities processing over 120 million pounds of recyclable electronic material annually***, IRM understands the need for efficient and controlled disposition of end-of-life electronic assets. For ALM program customers, IRM's IT Asset Management System (SMS) provides a consistent way for the County and PPAs to manage their recurring IT asset disposition program, processing, and reporting through a single intuitive console. Through SMS, the County and PPAs benefit from streamlined order placement, on demand sustainability reporting, and complete visibility for all sites and equipment. Key features include:

- **Order Management**: Initiate, track, and manage ALM service orders.
- **Program Profiles**: Access and review program details, including account IDs, addresses, program requirements, and related documentation.
- **Data Visualization and Reporting**: Review order status, asset information (including details in reports such as the environmental report or audit reports listing make, model, and serial number), and account activity, with data sorting, filtering, grouping, and exporting tools.
- **User and Notification Management**: Assign authorized users to view and request services for designated accounts, manage program contacts, and receive automated notifications and alerts related to orders and account activity.

A.21 Additional Discounts and Programs (5.6.1.1.20)

As a provider of information management services, manufacturer offers or special programs are not applicable. To ensure cost-effectiveness for extensive information management needs, we offer project-specific discounts based on the scope and scale of individual projects, such as large-scale digitization or storage initiatives.

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A.22 Additional Services (5.6.1.1.21)

Beyond our records management, data management, digitization, and destruction services, IRM offers a range of additional solutions (outlined below) to enhance efficiency and add value for the County and PPAs.

Asset Lifecycle Management: Our services cover deploying, discovering, using, maintaining, retiring, and decommissioning workplace IT assets. We ensure secure and sustainable practices, providing a secure chain of custody and environmental reporting for sustainability documentation.

Data Center Solutions: Our data centers and colocation facilities provide reliability, security, and energy efficiency. Our experienced personnel help customers mitigate risks with comprehensive compliance support and end-to-end migration services. Our customers can utilize a data center in a secure, energy-efficient facility to ensure seamless performance of mission functions. PPAs can transition their operations to a more versatile colocation environment.

InSight IDP/CSP Platform: IRM's InSight platform is an innovative Software-as-a-Service (SaaS), cloud-native, fully-scalable solution that provides structure to unstructured data. InSight is a secure, low-code platform that drives intelligent document processing (IDP) and a content services platform (CSP). Our unique and proven Artificial Intelligence and Machine Learning intellectual property automates classification and data capture.

Pathology Storage: IRM offers digital pathology scanning and storage solutions with built-in chain of custody practices. Customers can leverage our 123 temperature-monitored facilities in the U.S. that meet the 2021 U.S. College of American Pathologists recommendations. Services include pack and storage, climate-controlled transport, and a fully auditable chain of custody.

Information Governance Advisory Services: Receive the insights needed to establish, manage, and customize a Records and Information Management program. Participating Agencies will have access to expertise that helps address the complexities of complying with the growing number of state and federal compliance and privacy regulations governing records.

Policy and Retention Management: Policy Center is a cloud-based retention and privacy policy management platform available to customers as a subscription service, ranging from pre-built to more advanced customized editions.

Program Management and Professional Staffing: IRM provides program management based on the requirements of the Statement of Work, which may include dedicated Program Managers, Project Managers, Engineers, and other key staff to support the overall execution. With years of experience in best practices, policy management, and consistent implementation, IRM's trained and screened records and information professionals will work alongside the PPA to implement and administer their program.

Digital Transformation Services: Digital Transformation services help customers modernize their data and information processes, including data restoration and migration to restore archived data, Clean Start to create a secure, organized, and productive work environment, and Library Services to review, transport, and inventory library and archival collections.

Smart Suite: Smart Suite is designed to simplify and streamline the management of records inventory. Smart Reveal service combines historical metadata with images of the outside and internal contents of each box, enabling quick and defensible decisions without manual reviews. Smart Sort facilitates the reorganization and identification of records for digitization, retention, or destruction, while Smart Assign automatically assigns record codes according to the retention schedule.

A.23 Contract Pricing Verification (5.6.1.1.22)

IRM commits to working with the County and each PPA to honor all contract pricing throughout the term of the contract and will work alongside each customer to verify contract pricing upon request.

A.24 Sample Service Agreement/Contract (5.6.1.1.23)

Service-specific terms and conditions are available for review on Iron Mountain's Public Sector Terms and Conditions site. In addition, please find attached a sample Participating Agreement, immediately following this page, which will form the basis of any subordinate agreement between IRM and a participating public agency.

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Participating Agreement to

Contract #_____ between Maricopa County (the "Lead Agency") and Iron Mountain Information Management, LLC ("Iron Mountain") effective as of [DATE] and all amendments and addenda thereto (the "Master Agreement")

By executing this Participating Agreement (hereinafter "PA"), [CUSTOMER] ("Customer") hereby agrees that Services ordered by Customer and provided by Iron Mountain will be subject to the terms and conditions of the Master Agreement. Except for the Term and Pricing of this PA, to the extent of any conflict between the Master Agreement and this PA, the terms of the Master Agreement shall control.

1. **Term.** Term of this PA shall be from the date of last signature below (the "Effective Date") through [DATE], unless otherwise extended or terminated in accordance with the terms of the Master Agreement or a bilateral amendment of this PA.
2. **Description of Services.** Services to be provided by Iron Mountain are as described in the attached Pricing Schedule ("Schedule A"), and/or Statement of Work ("SOW"). The parties may also enter into additional SOWs from time to time which shall be considered attached hereto if they reference this PA and are duly executed by both parties.
3. **Pricing.** Prices for Services shall be as set forth in the Master Agreement, Schedule A, and/or SOW. The total amount payable to Iron Mountain under this contract shall be $_____ (the "NTE"). By signing this PA, Customer agrees to comply with the payment terms as set forth in the Master Agreement.
4. **Purchase Orders.** Any Purchase Order issued under this PA must include the following language:

   "This Purchase Order is subject to the terms and conditions of Contract #____ between Maricopa County (the "Lead Agency") and Iron Mountain Information Management, LLC ("IM") effective as of [DATE] (the "Master Agreement"). This Purchase Order shall be exclusively in accordance with the terms and conditions of the Master Agreement, even if it fails to reference the Master Agreement or contains inconsistent items, and the "Participating Agreement" between IM and [CUSTOMER] with an effective date of [DATE]. All additional or inconsistent terms and conditions in this Purchase Order, except with respect to price, quantity, and location-specific terms, are expressly rejected by the parties."

   NOTE: THE FOLLOWING OPTION TO PROPOSE ADDITIONAL TERMS IS ONLY AVAILABLE WHEN THE ESTIMATED ANNUAL CONTRACT VALUE IS OVER $25,000 AND IS SUBJECT TO IRON MOUNTAIN WRITTEN APPROVAL.
5. **Participating Public Agency Subordinate Terms to the Master Agreement.**
   a. [Participating Public Agency approved subordinate terms here.]
   b. [Participating Public Agency approved subordinate terms here.]

IN WITNESS WHEREOF, the parties have entered into this Participating Agreement by the signatures of their respective authorized officials, effective upon the last date of signature below.

CUSTOMER:	**IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**
Individual Signing: **[print name]**	**Individual Signing:** **[print name]**
Signature:	***Signature:***
Title:	**Title:**
Signing Date:	**Signing Date:**

IMGS Participating Agreement_PPP_v.04212025

SAMPLE

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B. Qualifications (5.6.1.2)

IRM has delivered document, information, and equipment lifecycle management services for over 70 years. Since our founding, we have partnered with government agencies, organizations, businesses, and cooperative groups to provide our full range of services. We offer a single system and support structure to deliver all of the services included in this solicitation, providing Maricopa County and PPAs with significant advantages by working with IRM:

- Offers scalable solutions that can integrate one or more of IRM's service lines: ALM, data center co-location, secure records storage, destruction, or digitalization.
- Provides advisory and information governance to guide policy, tools, and information structure for other services procured through the cooperative agreement.
- Establishes program management to monitor contract-wide delivery, compliance, and issue resolution.

PPAs need a nationwide provider to deliver services expeditiously with a chain of custody and secure end-to-end security. IRM's expansive infrastructure allows our organization to develop complex solutions tailored to each customer's needs. We have over 11,150 U.S. employees dedicated to delivering secure and scalable information management solutions. Our capabilities, coupled with experienced staff and a proven track record, make IRM the ideal partner for the County and PPAs seeking to implement information management best practices, as evidenced in our scale:

61 Countries & all 50 States
28,850 Employees

2,600+
Federal, State, and Local Agencies Served

555
Facilities across the United States

70+ Years
of Leading the Information Management Industry

$6.1B
of annual revenues, providing financial stability and resources

$1B of Investment
In New Solutions and Modernized Facilities

Security is #1
NIST 800 - 53, 171; TS facilities/people; NAID, SOC 2 + 3, PCI-DSS, ISO/IEC 27001:2013

3B Images
Digitized in 2024

730M+
cubic feet of hard copy records stored

24/7
customer service to ensure access to data and on-demand help

B.1 Industry Certifications

IRM upholds the highest standards for all services that we provide. Our compliance with industry and regulatory standards ensures our ability to serve the County and PPAs while adhering to all regulatory requirements. Highlighted below are IRM's relevant certifications:

IRM has achieved the **PRISM Privacy+ certification** by the International Secure Information Governance & Management Association (i-SIGMA) (formerly Professional Records & Information Services Management [PRISM International]), a global trade association ensuring standards and ethical compliance for 2,500+ secure data destruction and records management providers across six continents. Protecting private, personally identifiable information is our top priority and with this PRISM certification, IRM demonstrates our commitment to ensuring the privacy of information in our custody.

Certified PCI-DSS (Payment Card Industry, Data Security Standard) globally allows IRM to store critical information, such as consumer credit card information, ensuring maximum security and handling of client data.

IRM's Secure Shredding service is **AAA Certified** by the National Association for Information Destruction, Inc. (NAID) and is the largest shredding vendor to achieve NAID certification. IRM is proud to have taken a leadership role in the development of NAID's standards, which focus on operational workflows and security.

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IRM demonstrates our commitment to protecting and storing customer information as if it were our own with our **SysTrust®-SOC 3 certification**—an audit of our IT systems by Ernst & Young, an outside, independent auditor—to ensure that we have appropriate internal controls in place for security, availability, processing integrity and confidentiality of our IT infrastructure environment.

In the continuing effort to improve IT Security throughout the IRM organization, the IRM IT Security Office has acquired the **International Standards Organization (ISO) 27001 certification** and the **AICPA Service Organization Control (SOC) 2 certification.**

B.2 Industry Associations

IRM is engaged with multiple industry bodies, trade, and professional associations. We regularly participate in and contribute to industry dialogue, advocacy, thought leadership, and conferences that support continuous improvement and innovation in the industry.

Some of the organizations and associations that IRM participates in that offer a competitive advantage in providing service to the County and PPAs include:

- **National Association of Counties (NACo)**: IRM participates in the National Association Of County Officials and its state affiliate organizations to better understand the challenges county governments face and how we can help these entities enhance the citizen experience.
- **i-SIGMA (International Secure Governance & Management Association)**: IRM is a founding member of this professional body for information management vendors (formerly PRISM [Professional Records & Information Services Management]).
- **Shared Assessments**: IRM is a long-time member of the Shared Assessments program and sits on the steering committee. Shared Assessments is dedicated to developing standardization and best practices in the field of third-party risk management.
- **CEBA**: IRM is a member of the Rocky Mountain Institute's Business Renewable Center and the Clean Energy Buyers Association (CEBA). Combined, our commitments to wind and solar power make the company one of the top 25 buyers of clean energy among the FORTUNE 1000 and a top 70 energy buyer in the Environmental Protection Agency Green Power Partnership.
- **American Health Information Management (AHIMA)**: Understanding that vendors may come in contact with PII and PHI while providing service, PPAs can have assurance knowing that as members of AHIMA, IRM has access to best practices in health information management. We remain current on emerging issues that help us innovate to improve service.
- **Association of Records Managers and Administrators (ARMA)**: As members of ARMA, IRM's team is better equipped to develop forward-thinking electronic records management and proactive and compliant data use policies that improve risk mitigation for our customers.
- **Association for Intelligent Information Management (AIIM)**: Leveraging insights from AIIM, where IRM's Global Head of Information Governance Advisory currently serves on the AIIM International Board of Directors, our team is committed to delivering innovative, technology-driven information management solutions.
- **National Association for Information Destruction (NAID)**: IRM is a long-standing member of NAID, one of the most recognized and acknowledged certifications in the industry. Maintaining membership with NAID confirms that we comply with all data protection regulations, including risk assessments as required under the HIPAA Security Rule, and helps prepare our company to meet forthcoming regulations and requirements.
- **National Association of State Technology Directors (NASTD)**: IRM partners with NASTD as a member-driven provider whose purpose is to advance and promote the effective use of information technology and services to improve the operation of state government.
- **National Association of State Chief Information Officers (NASCIO)**: As a member of NASCIO, IRM collaborates with primary state government members who have executive-level and statewide responsibility for information technology leadership.
- **The Council of State Archivists (CoSA)**: As a member of CoSA, IRM works with individuals who serve as directors of the principal archival agencies in each state and territorial government.

As a participant in these trade organizations and associations, IRM assures PPAs that we not only abide by the strictest industry standards but also help set them. This offers greater confidence, knowing that our services exceed industry best practices. Our industry memberships and certifications keep IRM ahead of new developments so we can continue to innovate for our customers. Therefore, we are a provider who is committed to the highest standards, integrity, and a passion to innovate.

B.3 Demonstrated Experience

Iron Mountain (IRM) has demonstrated experience in all service categories referenced in the solicitation. To demonstrate our successful track record of completing numerous projects of similar size and scope, we have provided the following detailed descriptions of our five references identified in Attachment C.

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Past Performance

Travis County, Texas, Records Management and Secure Shredding Solution

Customer Name
Travis County, Texas

Period of Performance
2007 - Present

Services Provided
Records Management and Storage, Climate-controlled Vault Storage, On-site and Off-site Secure Shredding Services

Estimated Volumes
Records Management for 55 County Departments
141,000+ CF of storage,
594 CF of vault storage,
Secure shredding for 93 County Departments,
224 shredding containers

Description of Work

IRM has provided records management and storage services for 55 departments of Travis County, Texas, since 2007. We currently manage 115,144 boxes of records totaling over 141,000 cubic feet of regular storage. We also provide climate-controlled vault storage for 495 boxes (594 cubic feet) of records. We performed 146 record retrievals for the County in 2024. As part of our contract, Travis County requires shredding services for paper and non-paper records currently in storage.

IRM's secure shredding solution provides 93 Travis County departments with on-site, witnessed destruction, and off-site destruction at secure IRM shredding facilities. We destroy various materials, including paper files, folders, bound paper, and media, in accordance with NAID standards. For the storage and transportation of materials to be shredded, IRM currently provides 224 containers of varying sizes.

Destruction services are performed as scheduled monthly, bi-monthly, quarterly, and as needed. While we primarily perform on-site services, multiple locations benefit from our off-site shredding program. Through IRM's secure shredding program, Travis County destroyed 365 metric tons of materials over the past two years.

Past Performance

County of Ventura, California, Records and Data Management and Secure Shredding Solution

Customer Name
County of Ventura, California

Period of Performance
2009 - Present

Services Provided
Records Management, Climate-controlled vault storage, Data Management, Secure Shredding

Estimated Volumes
13,600 boxes, totaling 16,325 CF of records storage
842 tapes of open media vault storage
Secure Shredding for 200 County Departments

Description of Work

IRM provides the County of Ventura, California, with a solution for Records Management, Data Management, and Secure Shredding services, which was awarded via the state-wide California Multiple Award Schedule (CMAS) purchasing agreement.

Our relationship with the County started in 2009, when we began managing the County's Imaging operations, including imaging of all records, creating classifications and record codes, as well as consulting about document retention and disposition.

We currently perform Records Management services, including storage and retention services, storing all hard copy records, and ensuring that the County's records are digitized and classified according to their records retention schedule. Our Records Management services cover the transfer and storage of more than 13,600 boxes at 16,325 cubic feet (CF) of records.

IRM's Data Management services for the County began in 2014. This includes tape vault storage of open, closed, and transport containers, and we currently house 842 tapes of open media. As part of the contract, we provide more than 200 County departments with secure shredding services.

Past Performance

County of Riverside, California Records Management and Secure Disposition

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Customer Name
County of Riverside, California

Period of Performance
January 2024 - Present

Services Provided
Records Management, On-demand Retrievals, Secure Records Destruction, Secure Destruction Bins

Estimated Volumes
256,800 CF of Hospital and County records
2,200 secure bins for the storage and transportation of materials

Description of Work

IRM has successfully implemented a significant Records Management Services project for the County of Riverside, California, which entails the comprehensive management and transition of a substantial volume of hard copy records, including on-demand retrievals of records. The project encompasses the inbounding and management of:

- **Phase I:** 108,800 cubic feet (84,000 cartons) of County hospital records
- **Phase II:** 156,000 cubic feet (130,000 cartons) of various County records

IRM is currently performing the initial phase of this meticulously planned 36-month project, starting with the healthcare records. This phased approach ensures minimal disruption to the client's operations and guarantees a smooth transition. A total of 256,800 cubic feet, totaling 214,000 cartons, will be stored with IRM by the completion of all phases. As of the first quarter of 2025, IRM has successfully inbounded 29,000 CF of healthcare records and has performed hard copy record retrievals.

As part of this contract, IRM also provides secure records destruction services to 219 County departments across 424 locations. The secure destruction service began in October 2024 and includes:

- 2,200 secure bins for the storage and transportation of materials
- Shredding Consoles and 65-gallon and 95-gallon bins
- Services scheduled weekly, monthly, and bi-monthly

IRM's award of this 10-year contract, valued at $2.1 million for the first year, highlights our capability to deliver comprehensive records management solutions.

IRON MOUNTAIN
GOVERNMENT SOLUTIONS

Past Performance

City of Kenosha Digital Transformation Initiative

Customer Name
City of Kenosha

Period of Performance
01/01/2023 – 01/01/2026

Services Provided
Digitization, InSight

Estimated Volumes
6.1 million images with over 30,000 large format drawings across 13 city departments

Description of Work

The City of Kenosha approached IRM (through our OMNIA Partners Cooperative Partnership) for assistance with a citywide digital transformation initiative for 13 city departments, including Administration, City Clerk, Assessing, Public Works, City Attorney, Community Development, City Inspector, Finance, Human Resources, Municipal Court, Police, Fire, and Contracts.

Under this contract, IRM is performing digitization services and indexing for approximately 6.1 million images with over 30,000 large format drawings including contracts, facility drawings, human resources, property, and financial records per each department's unique requirements. Of these, we have scanned approximately 4 million images to date. IRM is also providing secure logistics, document preparation, and uploading to the IRM InSight Content Services Platform deployed on the Google Cloud Platform (GCP). IRM maintains the security and confidentiality of these records throughout these processes.

Consequently, the City of Kenosha will have immediate document access for authorized users, which results in the following benefits:

- Reduced fulfillment time for record requests with increased quality.
- Added business continuity/disaster recovery capability.
- Electronic, discoverable copies of all records for FOIA requests.
- Improved reporting capabilities.
- Cost reduction and a better citizen experience.

Future expansion of the platform will include AI/ML capabilities, workflow automation, and expansion to 600 employees.

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IRON MOUNTAIN GOVERNMENT SOLUTIONS

Past Performance

Industrial Commission of Arizona Digitization and Mailroom Solution

Customer Name
Industrial Commission of Arizona

Period of Performance
August 2024 - Present

Services Provided
Mailroom, Digitization, Intelligent Document Processing, Metadata Capture

Estimated Volumes
217,140 images
84 boxes in temporary storage
Classification of 100 various documents of differing sizes, with 98% accuracy rate
75,000 images transferred via SFTP per month

Description of Work

The Industrial Commission of Arizona (ICA) is responsible for workers compensation claims for State of Arizona employees. The ICA processes a high volume of claims involving varying form types, requiring robust security to protect Personally Identifiable Information (PII). Due to challenges with their previous solution, the ICA needed an experienced vendor with strong security and the ability to streamline processes.

A rapid implementation was critical. IRM partnered with the ICA's CIO and key stakeholders to quickly deliver a solution that met their immediate needs. Our comprehensive Digital Mailroom solution includes secure mail intake and processing (including pickup, transport, preparation, separation, and classification) to streamline their previous workflow and handle both physical and digital (SFTP) forms and digitization at IRM's Mesa, AZ facility with rigorous quality assurance. Our Intelligent Document Processing (IDP) software, utilizing OCR and AI/ML with human validation, efficiently extracts data from complex forms, and captured data is securely transferred to the ICA's Salesforce with Mulesoft system. The solution includes secure document management (storage and destruction) and ongoing program management with a dedicated IRM Program Manager, ensuring continuous improvement and collaboration.

IRM has digitized over 200,000 images, classified 100+ form types with 98% accuracy, and transfers ~75,000 images/month, resulting in high ICA satisfaction.

In addition to the detailed examples provided, the following list highlights further relevant experience demonstrating our extensive ability to support all services in the solicitation and additional services for the County and PPAs.

- For Gila County Community Development, we are providing a complete backfile digital conversion solution for approximately 72,200 files with an anticipated 2,467,500 standard format and 36,525 wide format images. This project includes pack and preparation of records, secure transportation, and final destruction upon completion of the digitization.
- For a large federal agency, we shred over 10,000 hard drives annually.
- IRM destroys over 20,000 tapes annually for a large federal agency.
- We have recycled over 500,000 pounds of eWaste, IT assets, peripherals and scrap for the public sector.
- For a large state university, IRM provides a Tier III data center to support an 18-cabinet data center solution.
- For a state-wide education assistance agency, IRM provides 1,763 square feet of secure cage housing at our underground data center in Western Pennsylvania.
- For a large city's District Attorney's office, IRM has provided records management for 47,500 cubic feet of records, indexing for 250,000 files, and shredding services every two (2) weeks.
- IRM safely moved over 26 linear miles (456,000 items), monographs, and unique archival collections from an existing building in downtown Nashville into a new facility and Automated Storage and Retrieval System storage system several miles away.
- For a statewide revenue agency, IRM provides several digital transformation services, including mailroom services, digitization, and forms processing services.
- We currently store 569,914 cubic feet of records for University of Texas System Supply Chain Alliance, and we provided 48,514 file retrievals in 2024.

B.4 Key Personnel

Based on the scope and requirements of Maricopa County's Offsite Document Storage and Management program, Mr. Ahmed Almrayatee, a certified Project Management Professional (PMP), will be assigned as the Program Manager to deliver high-quality results for the County. Mr. Almrayatee will work closely with our operations teams, and provide stakeholders with up-to-date project status to accommodate shifting needs, risk mitigation, and continuous quality improvements.

Our key personnel will provide clear accountability for all aspects of quality management and ensure risk mitigation, and provide flexible support to the County and PPAs, with time allocation tailored to the evolving needs, priorities, and specific requests of each agency. This approach also ensures that all work performed is managed, controlled, reported, and reviewed in accordance with the SOW.

Key Personnel Resumes

We have included the following resumes for the key personnel that will support the County and PPAs.

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Ahmed Almrayatee

Program Manager

Maricopa County Program Manager

Mr. Ahmed Almrayatee, a certified PMP, started as a Program Manager for Iron Mountain Government Solutions in 2023, supporting state and federal clients. Mr. Almrayatee is a highly regarded operational expert with specialization in complex archival material relocation projects. As a Program Manager, he works with key product management and executive team stakeholders to define program strategy and requirements. He leads process improvement initiatives to improve product delivery capabilities within an agile development environment. Mr. Almrayatee also manages financial performance and creates financial business cases.

Mr. Almrayatee started with Iron Mountain in 2016 as an Image Production Specialist II for our Imaging Center of Excellence in Livermore, CA. After two years, Mr. Almrayatee continued a career with Iron Mountain, becoming a Project Coordinator. In 2019, Mr. Almrayatee served as Operations Supervisor for Iron Mountain's records management facility in San Francisco, CA. Mr. Almrayatee received his Bachelor of Science in Software Engineering from the Baghdad College of Economic Sciences University.

Years of Experience

15 years

Certifications

Project Management Professional (PMP)

Education

Bachelor of Science, Baghdad College of Economic Sciences University

Iron Mountain Responsibilities

- Single point of contact to Maricopa County for all contract actions, questions, and recommendations, and be fully accountable for all IRM activities, deliverables, and results.
- Works closely with Maricopa County and IRM's operations to develop and deliver tailored solutions.
- Manages public sector customer needs and reporting requirements, ensuring project deliverables are met and satisfactory.



Lorin Oliver

Operations Manager

Phoenix Records Center

Mr. Lorin Oliver has over 13 years of experience managing and providing records management solutions for Commercial and Public Sector customers. As Operations Manager for IRM's Phoenix Records Centers, Lorin provides operational support and guidance within the Phoenix market for Records Management, Secure Shredding, Data Management, Asset Lifecycle Management, and Data Entry.

Mr. Oliver has a Bachelor of Science degree from Arizona State University.

Years of Experience

13 years

Education

Bachelor of Science, Arizona State University

Iron Mountain Responsibilities

- Oversees all IRM operations in the Phoenix market.
- Manages 68+ employees encompassing all business lines.
- Manages IRM's owned facilities in Phoenix, AZ.

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Juan Diaz

Operations Imaging Manager

Mesa Arizona Imaging Facility

Mr. Juan Diaz is the Operations Imaging Manager at our Mesa, Arizona facility. With nearly 10 years of experience, Mr. Diaz possesses comprehensive expertise in leading large-scale digitization projects. His responsibilities encompass the oversight of document conversion operations for concurrent projects, ensuring compliance with industry standards and IRM's processes.

Mr. Diaz has a proven track record of effectively managing substantial teams, including 48 employees and contract resources across various states. A critical aspect of his role involves supporting diverse business lines while adhering to strict Service Level Agreements. Mr. Diaz is also proficient in maintaining procedure control updates, implementing rigorous quality controls, and coordinating mitigation of potential issues

Years of Experience

10 years

Education

Bachelor of Science in Business Management, University of Phoenix

Iron Mountain Responsibilities

- Provide day-to-day operational oversight, conducting regular monthly and quarterly reviews to monitor performance and drive continuous improvement.
- Serve as a key escalation point for operational concerns, collaborating with the Program Manager to swiftly resolve any arising issues, ensuring the consistent delivery of high-quality images and operational excellence.

Additional Support (Non-Key Positions)



Paul Fisher

Solution Account Executive

Maricopa County Account Executive

Mr. Paul Fisher has over 25 years of experience in the information management services industry and is a Solutions Account Executive for IRM's State and Local Government practice across Arizona and the Central Region of the United States. His key initiatives have included large-scale digitization and content services deployments for government clients to address digitization, process automation, and governance.

Mr. Fisher has been an AIIM Professional Advisory Council member, current President and three-time Past President of the AIIM Wisconsin Chapter, and a member of the ARMA Milwaukee Chapter with 35+ years of experience in the Information Management industry. He holds the Enterprise Content Management Practitioner and the AIIM Master of Information Technologies designation. Mr. Fisher is a recipient of the AIIM Distinguished Service Award and a graduate of Marquette University.

Years of Experience

25 years

Certifications

Enterprise Content Management Practitioner

AIIM Professional Advisory Council Member

Education

Marquette University

Iron Mountain Responsibilities

- Works closely with the customer to deliver solutions.
- Provides consultative services to government customers.
- Collaborates with IRM's subject matter experts to develop tailored solutions.

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Akira Cooke

Account Manager

Maricopa County Account Manager

Ms. Akira Cooke is an Account Manager who has supported Maricopa County's account for over 2 years, ensuring exceptional customer care. In her role as Account Manager, Ms. Cooke assists clients in our West Region with their requests, supports escalations, and engages in frequent communications regarding emerging industry trends. She assists customers with orders and provides support to various projects, ensuring that all deliverables are met.

Ms. Cooke started as a Customer Advocate with IRM in 2021. In this role, she received the Above and Beyond recognition in 2022 for solving escalations. Prior to IRM, Akira worked at the Roswell Police Department for five years where she served as the Communications Training Officer. There she was responsible for assisting with emergency and non-emergency callers and de-escalating high-stress situations. Ms. Cooke is a graduate of Alabama State University with a Bachelor of Arts.

Years of Experience

10 years

Education

Bachelor of Arts, Alabama State University

Iron Mountain Responsibilities

- Provides support for complex account requests, working closely with customers to deliver tailored solutions.
- Acts as the primary liaison for coordinating emergency response and critical account updates, ensuring swift and efficient resolution.
- Coordinates purchase order and account renewal processing, ensuring timely service through internal team collaboration.



Mary Ellen Buzzelli

Director of State, Local, and Education Strategy

National Account Manager

Ms. Mary Ellen Buzzelli is the Director of State, Local, and Education Strategy for IRM Government Solutions. In this role, she directly engages with agencies at the state/local level, understanding trends and challenges and advising them on better ways to manage their information lifecycle. She works with internal and external stakeholders to implement the most effective solutions, garner strategic alliances, and build relationships with key influencers and decision makers in state/local government.

Before IRM, Ms. Buzzelli was with Siemens (ATOS), Mission Critical Partners, and Dell Technologies in sales, management, and consulting roles, all focused on the state, local, and education verticals. Besides technology industry experience, she has been an elected school board member and an appointed county official. Ms. Buzzelli has served as the Corporate Affiliate Chair for the National Association of State Technology Directors. She has just completed a two-year term as the Co-chair of the Information Technology Industry Council state and local committee.

Years of Experience

28 years

Education

Urban Studies and Economics, University of Pittsburgh

Iron Mountain Responsibilities

- Serve as the Maricopa County and Public Promise Procurement National Account Manager.
- Defines and manages the strategic and tactical direction of the public sector market for IRM.
- Supports the Iron Mountain Government Solutions team to improve customer. and business results

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Shannon Gilbert

Senior Account Manager

Account Management Team Escalation Point

Ms. Shannon Gilbert has been with IRM for nearly 10 years and has a proven track record of building strong customer relationships and leading successful teams. In her previous role as Manager for Customer Success Programs within IRM's North America Enterprise Team, she led a team of Customer Success Managers supporting the NA Commercial market. Ms. Gilbert possesses a deep understanding of client needs, and her leadership approach emphasizes clear communication, proactive problem-solving, and a commitment to fostering a collaborative partnership.

As Senior Account Manager, Ms. Gilbert is dedicated to ensuring that Iron Mountain Government Solutions' Account Management Team consistently delivers exceptional value and support to our public sector customers, including Maricopa County and Participating Public Agencies (PPAs). She will serve as an escalation contact to promptly address any potential account issues. She is committed to understanding the specific goals and challenges of each agency, identifying opportunities to enhance IRM services, and ensuring a seamless and positive experience.

Years of Experience

10 years

Education

Bachelor of Science - Business Management, University of Phoenix

Iron Mountain Responsibilities

- Lead and mentor a team of Account Managers, ensuring that they are equipped to provide proactive and responsive support tailored to the specific needs of public sector agencies.
- Cultivate and strengthen IRM's relationship with customers, including Maricopa County and PPAs, to ensure their ongoing satisfaction, understanding evolving requirements, and identifying opportunities for strategic service enhancements.
- Develop and implement customer-focused strategies aimed at the value customers receive from IRM's solutions, building long-term partnerships and ensuring high levels of satisfaction and retention.



Heath Tagtmeyer

Solution Executive

With more than 20 years of industry experience, Mr. Heath Tagtmeyer supports our public sector clients by developing information management solutions. The digital transformation journey can start as simply as digitizing paper records while working towards a future state of workflows, collaboration and sharing, dashboards and reporting, and even artificial intelligence and machine learning functionality.

Based in Phoenix, Arizona, Mr. Tagtmeyer has previously worked with numerous state and county entities while in roles at Canon USA and Databank. He joined Iron Mountain in 2021. Mr. Tagtmeyer has a bachelor's degree in finance from Quincy University in Illinois and an Executive MBA degree from the WP Carey School of Business at Arizona State.

Years of Experience

20 years

Education

Bachelor's degree, Quincy University

Executive MBA, WP Carey School of Business at Arizona State

Iron Mountain Responsibilities

- Develops and implements strategies and business plans through understanding the customer's business model and understanding the customer's unique value proposition in the marketplace.
- Proactively assesses customer's current and potential digital needs to effectively position a digital transformation plan.
- Partners with state and local customers to help identify budget and work through their approval process to get the desired solution in place.

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To further demonstrate our capability to support the County and PPAs, IRM is providing a summary of additional support roles that will support the SOW requirements (**Figure 22**). These roles will be assigned on a project-by-project basis, depending on the specific needs of each agency.

Iron Mountain Role	Responsibilities
Records Management Specialist	• Supports our RM operations at each storage facility. • Processes incoming orders, scans carton barcodes and locations in the inventory management system. • Investigates and resolves any order discrepancy for incoming or outgoing orders; manifests all orders, bundles and prepares for shipment
Data Management Specialist	• Supports our electronic media (i.e., tape, hard drive) operations. • Processes incoming orders, scans container barcodes and locations in the inventory management system. • Investigates and resolves any order discrepancy for incoming or outgoing orders; manifests all orders, bundles and prepares for shipment.
Transportation Specialist	• Delivers records, electronic media, or other materials between IRM and customer sites according to a designated schedule. • Loads, unloads, prepares, cleans, and operates a vehicle for delivery duties.
Destruction Operator	• Supports our destruction operations, providing on-site and off-site operations. • Empties collected material from containers, cuts open bags, dumps payloads, sorts material by grade, separates and discards rubbish.
Imaging Specialist	• Performs essential document preparation and scanning tasks across all IRM imaging centers, ensuring accurate conversion of hardcopy records to high-quality electronic images. • Strictly follows established production procedures and completes all necessary internal documentation and tracking.
Systems Engineer	• Performs daily maintenance and provides support for imaging centers and on-premise central environment, including escalation and on-call duties. • Enhances existing processes and implements robust controls to monitor productivity, quality, and SLA adherence, aligned with industry best practices. • Manage the onboarding of new digitization customers and changes for existing ones. • Ensures consistent system availability to meet project SLAs.

Figure 22. Summary of Additional IRM Roles to Support Maricopa County and PPAs.

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C. Exceptions to the OFFSITE DOCUMENT STORAGE AND MANAGEMENT Solicitation, SERIAL # 250054 (5.6.1.3)

Iron Mountain (IRM) has provided exceptions to the Offsite Document Storage and Management Solicitation in the following table.

No.	Solicitation Reference (section, paragraph)	Iron Mountain Exception or Alternative Solution
1	2.1.3.1 Facilities shall always be maintained at a temperature between 65- and 75-degrees Fahrenheit. 2.1.3.2 Additionally, relative humidity of the storage facility shall always be maintained at a level between 40 percent and 60 percent	Since paper records will not suffer significant deterioration within periods of time far exceeding most retention schedules, Iron Mountain does not regulate the temperature or humidity in Standard Storage space except for a basic level of heating in northern climates. For Data Management facilities, temperature and humidity monitoring control systems include maintaining temperature between 64-74°and humidity between 35-45%.
2	2.1.5 Contractor facilities shall store only records, x-rays, published materials, and record related materials in any facility used for storage of County (or PPAs) records. If other materials are stored in an adjacent warehouse, a four-hour fire wall shall separate those materials from the County records storage area.	All Iron Mountain record centers comply with established company standards and with all appropriate building, fire and safety, electrical, mechanical, NFPA, and other regulatory codes. In Iron Mountain facilities where other materials (non-records) are stored, inventory from the County will be separated using a three-hour fire wall (where a partition wall is present), in lieu of a four-hour fire wall.
3	2.1.10.1 Contractor shall be bonded and insured to transport County records.	Iron Mountain employees are insured against employee theft. As Iron Mountain is a large business, employees are not bonded individually, rather, employees are bonded on a blanket basis. Iron Mountain holds a Commercial Crime Insurance Policy which includes "direct losses of money, securities, and other property of a client (customer) of the Insured (Iron Mountain) where the loss can be attributable to an identifiable employee.”
4	2.3.2.7 Submit requests for authorization to re-box records and shall be accompanied by a list of the boxes or containers, an explanation of the need to re-box or move the records and, upon County request, the number file retrievals performed and photographs illustrating any damage to the box or container. Should the damage to a box or container result from handling by the storage contractor or its sub-contractors, the costs of moving the records to a new box or container shall be assumed by the contractor.	Iron Mountain does not provide photographs of boxes, or containers, that require re-boxing.
5	3.3 Shipping Documents - A packing list or other suitable shipping document shall accompany each shipment and shall include the following: 3.3.1 Contract serial number 3.3.2 Contractor’s name and address 3.3.3 Department name and address 3.3.4 Department purchase order number 3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers, and package number(s), as applicable	Iron Mountain will include all required shipping documents, except for “3.3.1 Contract serial number”. In place of the contract serial number, Iron Mountain will provide a unique order number for each shipment.
6	SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION	Iron Mountain would like to present the following clarification:

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	Will pricing for all Products/Services offered be equal to or lower than the most competitive pricing offered by your organization to Participating Public Agencies nationally? Answer: No	Iron Mountain has made a good faith effort to determine that the prices offered are competitive with those offered by our Public Sector business unit to State, Local, and Education (SLED) customers under the same or similar circumstances. Overall, Iron Mountain has more than 240,000 customers, and it would be virtually impossible to determine whether each price extended to any one of them is no higher than each price offered hereunder. Iron Mountain affirms its commitment to match any lower pricing that a Participating Public Agency may be eligible for under any existing national, state, local government or regional cooperative contract provided the potentially comparative pricing is provided to Iron Mountain by a Participating Public Agency in connection with a specific order or solicitation that Iron Mountain elects to accept.
7	SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?	Iron Mountain would like to present the following clarification: As noted in Section A.20.1 above, Iron Mountain understands the importance of storing the County's records in owned facilities throughout the duration of this contract, and we will ensure that all existing and future County records are stored in owned facilities. However, as an industry-leading national provider of records management services, we have markets within the US where our storage facilities are leased. This is a standard business practice in the industry. If acceptable to Maricopa and PPP, Iron Mountain is able to offer records management services in both owned and leased facilities nationwide. Iron Mountain intends to make every effort to accept any order for Services from a Participating Public Agency, however, we reserve the right to refuse an order if it would cause us to be out of compliance with the Master Agreement or if the order is cost-prohibitive.
8	Exhibit 2, Draft Contract, Section 10.2 "Insurance"	Iron Mountain proposes striking the following sentence from Section 10.2.6, as the insured entity does not have the ability to apply or not apply a deductible for any one customer.: Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies.
9	Exhibit 2, Draft Contract, Section 10.5 "Procurement Card Ordering Capability"	Iron Mountain proposes the following clarification to be inserted at the end of this section: Where permitted by law, Iron Mountain will charge a convenience fee of 3% to all Customer payments made by a credit card.
10	Exhibit 2, Draft Contract, Section 10.8 "Purchase Orders"	Iron Mountain proposes adding the following as a new section 10.8.3: "Any Purchase Order issued under the Master Agreement must contain the following language: This order is governed by the terms and conditions of the Master Agreement effective as of _____. Any additional or different terms are hereby rejected."

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11	Exhibit 2, Draft Contract, Section 10.30.2 “Final Approval of Staff” The County reserves the right of final approval on proposed staff . Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless a different time period was previously approved by the County.	Iron Mountain proposes the following alternative to this requirement: The County reserves the right of final approval on proposed key personnel. Iron Mountain shall remove any of its employees from providing service to Customer in the event of incompetence, neglect of duty or misconduct.
12	Exhibit 2, Draft Contract, Section 10.43 “PRICES” Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.	Please see Iron Mountain’s clarification in item 6 above.
13	Exhibit 2, Draft Contract, (new) Service Specific Terms and Conditions Exhibit	As noted above in Section A.24 Sample Service Agreement/Contract, Iron Mountain’s Public Sector Service Specific Terms are available here for review. Iron Mountain would like to add a link to our site to the Master Agreement along with the following statement: “Supplier’s Terms and Conditions for specific Services are incorporated into this Agreement and can be found at the following link: https://www.ironmountain.com/about-us/global-procurement/current-supplier-information/terms-and-conditions/united-states/public-sector In the case of any inconsistencies between the terms of this Master Agreement, including those portions of the linked terms that pertain to the specific Services ordered, the terms of the relevant service specific linked terms shall govern.”
14	Appendix 7, Federal Contract Terms and Conditions References to Executive Order 11246.	Iron Mountain proposes the removal of all references to Executive Order 11246, which was revoked under Executive Order 14173 ("Ending Illegal Discrimination and Restoring Merit-Based Opportunity") on January 21, 2025.
15	PPP Administration Agreement, Corporate Commitment Section 8 “Pricing Commitment” Pricing Commitment: Supplier commits the pricing provided under the Master Agreement is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	Iron Mountain would like to present the following clarification: Regarding EXHIBIT X, Section 11.c, and PPP Administration Agreement, Section 8, "Pricing Commitment", can PPP confirm if Iron Mountain’s interpretation of these sections is correct? 1. Understanding of the first phrase (“Supplier commits the pricing provided under the Master Agreement is its lowest available (net to buyer) to Public Agencies nationwide…”: Suppliers responding to RFP# 250054 are required to submit pricing in their bid that is equal to or lower than the standard, undiscounted price list they currently offer to state and local government entities through any existing state, local government or regional cooperative purchasing agreement held by the Supplier at the time of bid submission for this RFP, except as may be stated in the portion of the

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		RFP entitled "Supplier Worksheet for National Program Consideration". 2. Understanding of the second phrase (“and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.): If an individual Participating Public Agency is eligible to order services through any existing national, state, local government or regional cooperative contract, Supplier will, upon request, offer to that Participating Public Agency under the contract resulting from RFP# 250054 (the "Master Agreement") pricing that is equal to or lower than the standard, undiscounted pricing in such existing state, local government or regional cooperative contract.
16	PPP Administration Agreement, Corporate Commitment Section 9 “Contracts Offering Lower Prices” If a pre-existing contract and/or a Public Agency’s unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency’s purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier’s obligation to match the pricing under Supplier’s contracts offering lower prices.	Iron Mountain would like to present the following clarification: Regarding Section 9, 'Contracts Offering Lower Prices,' of the PPP Administration Agreement, can PPP confirm if our understanding of this section is correct? If a Participating Public Agency or Agencies already are a party to any existing contract for the same services being offered under the Master Agreement, and the pricing in that existing contract is lower or, due to a unique buying pattern is provided lower pricing, then upon being informed of the lower pricing the Supplier is obligated to offer that same Participating Public Agency(s) pricing under the Master Agreement that is equal to or lower than their existing contract price under the same buying pattern, and offer to transition the Participating Public Agency(s) to the Master Agreement for the same services.
17	PPP Administration Agreement, Miscellaneous Section 9, Governing Law; Arbitration Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in the District of Columbia, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its	Iron Mountain proposes adding the following clarification: For purposes of this Section 9, “prevailing party” shall mean a party who has obtained a final, permanent, non appealable ruling in its favor on all counts in its original complaint from a court of competent jurisdiction.

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	reasonable attorneys' fees and arbitration costs from the other party.	

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D. Attachments

Attachment A – Vendor Information (5.6.1.4)

Iron Mountain has completed Attachment A – Vendor Information on the e-procurement platform.

Attachment B – Agreement Page (5.6.1.5)

Iron Mountain has completed and signed Attachment B – Agreement Page and uploaded it as a separate attachment to the e-procurement platform.

Attachment C – References (5.6.1.6)

Iron Mountain has completed Attachment C – References and uploaded it as a separate attachment to the e-procurement platform.

Attachment D – National Pricing (5.6.1.7)

Iron Mountain has completed Attachment D – National Pricing and uploaded it as a separate attachment to the e-procurement platform.

Attachment E – Public Promise Procurement (PPP) (5.6.1.8)

Iron Mountain has completed the required appendices (3, 4, 7, and 8) within Attachment E and uploaded the document as a separate attachment to the e-procurement platform.

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ATTACHMENT B: AGREEMENT PAGE

Respondent hereby certifies that respondent has read, understands, and agrees that acceptance by Maricopa County of the respondent's offer will create a binding contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific agreement.

BY SIGNING THIS PAGE, THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED MARICOPA COUNTY'S "STANDARD TERMS AND CONDITIONS," A COPY OF WHICH CAN BE FOUND AT https://www.maricopa.gov/DocumentCenter/View/6453.

Iron Mountain Information Management, LLC	23-2588479	621417633
RESPONDENT (FIRM) SUBMITTING PROPOSAL	FEDERAL TAX ID #	DUNS #
Sheila Poggi, Sr. Manager, Public Sector Contracts and Compliance		
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE	
85 New Hampshire Ave, Ste 15	1-888-572-0895	703-889-6155
ADDRESS	TELEPHONE #	FAX #
Portsmouth NH 03801-2926	April 21, 2025	
CITY STATE ZIP	DATE	
www.IronMountain.com	IMGSContracts@ironmountain.com	
WEBSITE	EMAIL	

In accordance with Solicitation Section 5.7, Respondent has listed exceptions and proposed alternatives in Section C of our proposal in response Solicitation, SERIAL # 250054.

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ATTACHMENT C: REFERENCES

RESPONDENT SUBMITTING BID: **Iron Mountain Information Management, LLC**

1. COMPANY NAME: Travis County, Texas
   ADDRESS: 700 Lavaca Street, 5th Floor, Austin, TX 78701
   CONTACT PERSON: Trina Wilkins
   TELEPHONE: (512) 854-5865 EMAIL: Trina.Wilkins@traviscountytx.gov

2. COMPANY NAME: County of Ventura, California
   ADDRESS: 800 S. Victoria Ave., L#1080 Ventura, CA 93009
   CONTACT PERSON: Julie Miller
   TELEPHONE: (805) 654-3756 EMAIL: julie.miller@ventura.org

3. COMPANY NAME: County of Riverside, California
   ADDRESS: 3450 14th St Suite 420, Riverside, CA 92501
   CONTACT PERSON: Mike Brown
   TELEPHONE: (951) 840-8308 EMAIL: mbrown@asrclkrec.com

4. COMPANY NAME: City of Kenosha, Wisconsin
   ADDRESS: 625 52nd Street, Kenosha, WI 53140
   CONTACT PERSON: Jeff Magno
   TELEPHONE: (262) 653-4204 EMAIL: jmagno@kenosha.org

5. COMPANY NAME: Industrial Commission of Arizona
   ADDRESS: 800 W. Washington St. Phoenix, AZ 85007
   CONTACT PERSON: Chester Szoltysik
   TELEPHONE: (602) 542-9612 EMAIL: chester.szoltysik@azica.gov

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BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant to N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Iron Mountain Information Management, LLC* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐Partnership ☐Corporation ☐Sole Proprietorship ☐Subchapter S Corporation

☐Limited Partnership ☒Limited Liability Corporation ☐Limited Liability Partnership

Name of Stockholder or Shareholder	Address
The Vanguard Group	100 Vanguard Boulevard Malvern, PA 19355

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Iron Mountain Information Management, LLC

Signature of Affiant: DocuSigned by: Sheila A. Poggi EBTBE384BC14F6... Title: Sr. Manager, Public Sector Contracts and Compliance

Printed Name of Affiant : Sheila Poggi Date: 4/21/2025

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BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

~~~~~~~~~~~~~~~~~~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part…

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: …; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
~~~~~~~~~~~~~~~~~~~~~~

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Iron Mountain Service Specific Terms and Conditions

Appendix	Service Type
Appendix A	Records Management (Storage, Access, Retrieval, Refiling), Climate Controlled Storage, Pathology
Appendix B	Secure Shred (Destruction)
Appendix C	Digitization, Document Conversion, Digital Records Center (DRC) and Image on Demand (IOD) Services
Appendix D	Data Management & Offsite Tape Vaulting (Magnetic Media)
Appendix E	Asset Lifecycle Management
Appendix F	Data Center Co-location
Appendix G	InSight & Digital Business Unit (DBU) Services
Appendix H	Information Governance and Digital Solutions (Policy & Retention Management, Digital Transformation)
Appendix I	Operations & Program Management Support
Appendix J	Media Archival Services (Library & Crozier Services)

In the case of any inconsistencies between the terms of the Contract, including those portions of the Appendices that pertain to the specific Services ordered, the terms of the relevant Appendix shall govern.

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Appendix A: Records Management (Storage, Access, Retrieval, Refiling), Climate Controlled Storage, Pathology

Iron Mountain Information Management, LLC ("Iron Mountain" or "IM") will perform the services, or deliver the items sold, licensed or used in performance of this Agreement, and Customer will pay IM for such services and items, according to the rates and provisions in a Statement of Work (SOW), Schedule, Purchase Order, or Task Order incorporating these IM General Terms and Conditions, and such IM Special Terms and Conditions identified therein (cumulatively "Agreement").

As used in this Agreement, "Deposits" means Customer materials stored by Iron Mountain or otherwise placed into Iron Mountain's possession or control, or to which Customer has provided to Iron Mountain physical or electronic access, including goods, parts, records, software, media, or data in physical or electronic form. "Loss" means any loss, destruction or disclosure of, or damage to Deposits, or other default, damages or costs relating to services performed under this Agreement or software or other items sold, licensed or used hereunder, including direct damages resulting from a breach of data security or confidentiality.

1. Value of Deposits.

Customer declares, for the purposes of this Agreement, that:

(a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is $1.00 per carton, linear foot of open- shelf files, container or other storage unit, and

(b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such Deposits is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

2. Limitation of Liability

(a) Deposits. Iron Mountain will not be liable for any Loss except to the extent that such Loss resulted from Iron Mountain's negligence. Iron Mountain's liability, if any, for Loss is limited to the value of each Deposit as described above, or as otherwise set forth in Special Terms and Conditions which have been incorporated in this Agreement, but in no event greater than total payments from Customer to Iron Mountain under this Agreement at the time of the Loss. If Deposits are placed in the custody of a third- party carrier for transportation, the carrier will be solely responsible for any claim related to the Deposits while in the custody of the carrier. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer will cause its insurers of Deposits to waive any right of subrogation against IM.

(b) Non-Storage Services. With respect to services not related to the storage of Deposits, and electronic storage services and data related to each, IM will not be liable for any Loss except to the extent that the negligence of IM. IM will not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM and only to the extent caused by IM's negligence. If liable under this subsection 2(b), the amount of IM's liability is limited to six (6) months of fees paid by Customer for the particular service that gave rise to the claim.

(c) No Consequential Damages. In no event will either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

3. Customer Instructions. Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms will constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of

Deposits. Such orders may be given in person, by telephone or by email. Customer releases IM from all liability related to the destruction of materials pursuant to Customer's authorization.

4. Operational Procedures. Customer will comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three-month period) may involve additional charges, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such charges in advance.

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5. Force Majeure. Neither party will be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, epidemics or pandemics, or other causes beyond its reasonable control.

6. Governmental Orders. IM is authorized to comply with any subpoena or similar order related to the Deposits, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.

7. Confidentiality. "Confidential Information" means any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and regarding this Agreement and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. The contents of Deposits are not Confidential Information for purposes of this Agreement. Confidential Information will be used only in the manner contemplated by this Agreement and will not be intentionally disclosed to third parties without the disclosing party's written consent, except as authorized in this Section 6. IM will not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM will implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.

8. ITAR/EAR Compliance. Customer represents that none of the Deposits contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("ITAR"), or technical data within the meaning of the U.S. Export Administration Regulations ("EAR"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If any of Customer's Deposits or other items do contain any such information, Customer will notify Iron Mountain of the specific Deposits or items that contain such information, and IM and Customer must execute an amendment to this Agreement to that effect. Customer acknowledges that special storage and service rates will apply thereto.

9. Non-Custodial Status. Iron Mountain and Customer agree that it is their intent that the performance of services pursuant hereto will not cause Iron Mountain to be deemed a "custodian" of any records contained in Deposits or a "designee" of Customer under state or federal law with respect to such records.

10. Notice of Claims. Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of or has knowledge of a Loss, whichever occurs first.

11. Notice of Loss. Upon confirmation by IM of the event of any Loss, including damage or destruction of Deposits, or any unauthorized disclosure, IM will notify the Customer without undue delay.

12. Payment Terms. Payment terms are net thirty (30) days from invoice date unless otherwise specified in a Pricing Schedule incorporated into this Agreement. Unless prohibited by law or otherwise specified in a Pricing Schedule incorporated into this Agreement, Customer will be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance. Invoices will be sent electronically in IM's standard format via IM's standard delivery system to Customer. Customer will provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice. Where permitted by law, Iron Mountain will charge a convenience fee of 3% to all Customer payments made by a credit card. Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be by electronic payment. At any time during the term of this Agreement, IM may require Customer to enroll in an autopay program. Any change to the IM standard electronic payment method must be approved in advance by IM. All payments will include a remittance document identifying the IM invoices to which the payment relates. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM may request and, in such event, Customer will provide full payment in advance of such service by IM.

13. Customer Default. If Customer fails to pay IM's charges (other than disputed charges) 60 days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for three (3) months after the due date of the invoice, IM may securely destroy Deposits, provided IM will have provided ninety (90) days' written notice to Customer and Customer will pay IM's standard price for such destruction. Customer will be responsible and reimburse IM for any costs incurred by IM in collecting overdue amounts, including where permitted by law, the use of third parties and reasonable attorneys' fees. IM will have all other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section 13, it will have no liability to Customer or anyone claiming by or through Customer.

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14. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that the other party materially breaches the Agreement and fails to cure such default within forty- five (45) days after written notice of such default, subject to payment of the fees or charges set forth in the applicable SOW, Schedule, Purchase Order, or Task Order incorporating IM General Terms and Conditions. Upon the occurrence of the bankruptcy or insolvency of either party that is not discharged within sixty (60) days following any filing thereof, the other party may terminate this Agreement immediately. If Customer's financial performance materially deteriorates, IM may suspend performance or modify Customer's payment terms.

15. Safe Materials and Premises. Customer will not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, is otherwise dangerous or unsafe to store or handle, or is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer will not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer will only place paper-based materials in the shredding bins. Customer warrants and covenants that its premises where IM employees perform services (including pickups and deliveries) are and will be free of hazardous substances or dangerous conditions. Customer will reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this Section 15.

16. Purchase Orders. If a purchase order or task order is required by Customer to issue for payment to IM, Customer will issue an accurate and complete order through IM's standard mediums prior to performance by IM of services. Customer will be responsible for keeping all necessary order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired order, Customer will correct such order within forty-eight hours of request by IM. In this case, the original payment due date will apply. All purchase orders shall state that they are issued under these terms and conditions of this Agreement and will be deemed to be so issued even if not so stated. In the event that Customer issues a order to IM covering the services or items provided under this Agreement, any terms and conditions set forth in the order which are in addition to or establish different or conflicting terms and conditions, other than specifics of the order such as volumes, times, and places, to those set forth in this Agreement are expressly rejected by IM.

17. Miscellaneous. IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. Any notice made pursuant to this Agreement may be given in writing. Notices to IM will be sent to the attention of its General Manager and General Counsel. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored.

18. Pathology Services

A. Definitions.
   i. "Pathology Assets" shall mean any and all Customer materials delivered to Iron Mountain pursuant to the attached schedule, statement(s) of work or Deposits currently stored in Iron Mountain facilities containing Microscope Slides and/or Paraffin Blocks.
   ii. "Microscope Slide" is a small flat rectangular piece of glass on which Sections can be mounted for microscopic study, covered by a Cover Slip.
   iii. "Cover Slip" is a small and very thin piece of glass used to cover the specimen on a microscope slide plate glass, or sheet glass (glass formed into large thin sheets).
   iv. "Paraffin Block" is a small plastic cassette in which fixed tissue is embedded in paraffin wax.
   v. The term "Deposits" in the Agreement is hereby amended to include Pathology Assets.

B. Acceptable Materials and Containers. Customer warrants that the materials delivered to Iron Mountain will be properly labeled and packaged for transportation and will not contain any "hazardous", "toxic", or "radioactive" materials as defined by all applicable laws or regulations. Customer shall be liable for any injury, loss or damage resulting from non-conforming materials. Customer shall not store with Iron Mountain any Pathology Assets that have not been treated with a fixative such as formaldehyde or any materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3.

C. Removal and Disposal. Iron Mountain agrees to store Customer's Pathology Assets while such materials serve a useful clinical, diagnostic, or research purpose ("Useful Life"); Customer represents that the Pathology Assets do not constitute regulated medical waste. Customer is responsible for determining the end of a Pathology Asset's Useful Life. Upon Customer's determination that certain Pathology Assets will reach the end of their Useful Life, whether as a result of Customer's decision

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or by statutory requirement, and the material will become waste, Customer will immediately contact Iron Mountain, prior to the end of the Material's Useful Life, to arrange for the removal and disposal of such waste materials. Customer authorizes Iron Mountain to use a licensed third party to perform the packaging, removal, and destruction of any such waste materials. Pricing for Removal and Disposal will be included in a separate destruction schedule.

D. Compliance. Customer warrants compliance with all Federal and State laws, rules, and regulations relating to Customer Pathology Assets, including but not limited to environmental or other laws relating to the handling, packaging, labeling, transportation, storage, and disposal of Pathology Assets, and shall not cause Iron Mountain to be in violation of any such laws, rules or regulations. Customer shall reimburse Iron Mountain for the costs, fees, and expenses (including reasonable attorneys' fees) incurred by Iron Mountain as a result of Customer's breach of the foregoing warranty.

E. Limitations of Liability, Pathology Services.

i. For the purposes of the Agreement, Customer declares that the value of Pathology Assets stored pursuant to the Agreement is $1.00 per cubic foot, container or other storage pricing unit ("Declared Value"). Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

vi. Iron Mountain shall not be liable for any loss or destruction of, or damage to, Pathology Assets, unless such loss or damage resulted from Iron Mountain's failure to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Iron Mountain's liability is limited to the Declared Value set forth above.

vii. Iron Mountain shall not be liable for: (i) loss or damage to Pathology Assets while in transit if Customer does not follow the operational procedures and use the containers recommended by Iron Mountain; (ii) degradation of Pathology Assets due to Customer's decision to store Pathology Assets in a non-temperature controlled environment (e.g., a non-temperature controlled area within a Records Center); or (iii) for damage to Pathology Assets stored in containers that are not packed in accordance with Iron Mountain's recommended procedures, as set forth in the Description of Services attached hereto. If Pathology Assets are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Pathology Assets while in the custody of the carrier.

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Appendix B: Secure Shred (Destruction)

1. Limitations and Exclusions of Liability. IM shall not be responsible or liable for the release, disclosure, or loss of any materials deposited in secure containers or otherwise delivered to it for secure shredding unless the release, loss, or disclosure is due to IM's negligence. IM's maximum liability for all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services being provided during the six (6) months preceding the event which gives rise to a claim. IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. Ownership Warranty. Customer warrants that it is the owner or legal custodian of, or otherwise has the right to deliver for secure shredding, any and all materials provided to IM hereunder. Customer agrees to reimburse IM for any expenses reasonably incurred (including reasonable legal fees) by IM as a result of IM's compliance with Customer instructions regarding the disposition of such materials.
3. Hazardous Materials. Customer shall not deposit into secure containers nor deliver to IM any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. Customer's premises where IM employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions. Customer warrants that it shall only place paper-based materials in the Secure Consoles or 65-gallon bins together, (the "Shredding Bins"). For the avoidance of doubt, if any small paperclips, staples, or binder clips are attached to such paper based materials, they may also be deposited in the Shredding Bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this provision.

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Appendix C: Digitization, Document Conversion, Digital Records Center (DRC) and Image on Demand (IOD) Services

1. Limitations and Exclusions of Liability. Iron Mountain will not be liable under this Agreement unless Iron Mountain fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Iron Mountain's liability is limited to the amount paid by Customer for a discrete project or, if the service is of an ongoing and continuing nature, six (6) months of fees paid by Customer for such service.

2. Ownership Warranty. Customer warrants that: (i) it is the owner or legal custodian of the Deposits; (ii) it has full authority to direct the disposition of the Deposits in accordance with this Agreement; and (iii) Iron Mountain's imaging or otherwise processing the Deposits will not violate the rights of any third party.

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Appendix D: Data Management & Offsite Tape Vaulting (Magnetic Media)

1. No Product Warranty. Iron Mountain hereby assigns to Customer any manufacturers' warranties applicable to any products sold by Iron Mountain pursuant to this Agreement. Iron Mountain provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Appendix E: Asset Lifecycle Management

Iron Mountain Information Management, LLC ("Iron Mountain" or "IM") will perform the Asset Lifecycle Management Services (ALM) and related services, and Customer will pay IM for such services, according to the rates and provisions in a Statement of Work (SOW), Schedule, Purchase Order, or Task Order incorporating these IM ALM Terms and Conditions, and such IM Special Terms and Conditions identified therein (cumulatively "Agreement").

As used herein, "IT Assets" means the Customer's computer hardware and electronic equipment processed by IM in connection with this Agreement including, without limitation, personal computers, monitors, laptops, hard drives, printers, servers, and other computer equipment and computer related peripherals.

1. Term. The term of this Agreement will commence on the date of the last signature on the Agreement, Statement of Work (SOW), Schedule, Purchase Order, or Task Order incorporating these terms, conditions ("Effective Date"), and continue for one (1) year after commencement. This Agreement will thereafter continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than forty-five (45) days prior to the expiration date. If this Agreement includes Customer options to extend the term, in order to be a valid exercise of an option to extend the term of this Agreement, an Option Year Modification issued by the Customer must incorporate these Terms and Conditions.

2. Pricing. Rates and charges will be as specified in the schedules, quotations and/or statements of work and shall be paid by Customer in accordance therewith. Rates and charges will remain fixed for the first year of this Agreement, and may thereafter be changed at any time by IM upon thirty (30) days' written notice. Unless prohibited by law, transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuelsurcharge.

3. Payment Terms. (Payment terms are net thirty (30) days from invoice date unless otherwise specified in a Pricing Schedule incorporated into this Agreement. Unless prohibited by law or otherwise specified in a Pricing Schedule incorporated into this Agreement, Customer will be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance. Invoices will be sent electronically in IM's standard format via IM's standard delivery system to Customer. Customer will provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice. Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be by electronic payment. At any time during the term of this Agreement, IM may require Customer to enroll in an autopay program. Any change to the IM standard electronic payment method must be approved in advance by IM. All payments will include a remittance document identifying the IM invoices to which the payment relates.

4. Purchase Orders. If a purchase order is required by Customer for payment, Customer will issue an accurate and complete purchase order to IM prior to performance by IM of services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer will correct such purchase order within forty-eight (48) hours of request by IM. In this case, the original payment due date will apply. In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order that are in addition to, different from, or that establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM. For clarity, Customer will include the following statement on any such purchase orders or SOW: "This order is issued pursuant to the Iron Mountain Customer Agreement entered into by Customer and Iron Mountain as of (insert date)_____, (the "Customer Agreement"). The terms and conditions of the Customer Agreement control this order, and any different, inconsistent, or additional terms of this order are deleted in their entirety."

5. Confidentiality. "Confidential Information" means any information relating to the property, business and affairs of the party disclosing such information to the receiving party. Unless such Confidential Information was previously known to IM free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure, it shall be held in confidence by IM and shall be used only for the purposes provided in this Agreement. IM shall use the same degree of care to safeguard Customer Confidential Information as it uses to safeguard its own but, in any event, no less than reasonable care.

6. Representations and Warranties. a. Customer represents and warrants to IM that Customer is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction the IT Assets and any materials or data Customer provides to IM in

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connection with the IT Assets, and that Customer has the right and authority to sell, convey, and transfer such IT Assets to IM, and that such IT Assets are not subject to liens, security interests, foreclosures, or other encumbrances. Unless prohibited by law, Customer agrees to indemnify and hold IM harmless from and against any and all third party claims or demands and related damages and liabilities (including reasonable attorney fees and expenses) arising out of IM complying with its obligations under this Agreement to destroy Customer's IT Assets, materials or data in the event of a dispute concerning such destruction by IM. b. Customer represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Customer will not provide Iron Mountain any goods, software, services and/or technical data subject to export controls and controlled at a level other than EAR99/AT. c. Unless expressly provided otherwise in a schedule or statement of work mutually agreed to by the parties, Customer will not deliver to IM any material considered toxic, dangerous, or regulated under any federal or state law, or data bearing. Customer represents and warrants that: (1) the IT Assets are "Universal Waste" and do not constitute a "Hazardous Waste" as such terms are defined by the EPA, (2) the IT Assets will be packaged in a manner to prevent releases into the environment, and (3) that their removal by IM does not constitute a violation of any federal, state, or local environmental laws or regulations. Customer warrants and covenants that its premises where IM employees perform services (including pickups and deliveries) are and will be free of hazardous substances or dangerous conditions. Customer will indemnify IM for damage to equipment or injury to personnel resulting from Customer's breach of this section. d. IM warrants to Customer that Services will be performed in accordance with all applicable federal and state environmental laws and regulations, including, without limitation, regulations enacted by the United States Environmental Protection Agency ("EPA") governing the "Recycling" and "Reuse" of the Equipment, as those terms are defined in the applicable EPA regulations. At the conclusion of the Services and full payment therefor, IM will execute and deliver to Customer a Certificate of Recycling and/or Destruction in applicable form. e. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL BE BINDING ON EITHER PARTY AS A WARRANTY. f. The provisions of this Section 6 and Section 7 will survive the termination or expiration of this Agreement.

7. Limitation of Liability. IM will not be responsible or liable in any manner whatsoever for the contents of any IT Assets delivered to it for disposition, and will have no liability for the disposition of such IT Assets pursuant to Customer's direction. IM will not be liable under this Agreement unless IM fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of IM's liability is limited to the aggregate amount Customer paid for the particular service during the six (6) months preceding the event that gave rise to the claim. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR INTERUPTION OF BUSINESS, OR THE COST OF RECREATING ANY DATA OR INFORMATION, REGARDLESS OF WHETHER AN ACTION IS BROUGHT IN TORT, CONTRACT OR UNDER ANY OTHER THEORY OF LIABILITY.

8. Force Majeure. Each party will be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays, epidemics, unusual weather, or other causes beyond its control.

9. Federal Contract Flow Downs. If the services provided by IM are used in support of a Federal Prime Contract, in accordance with Federal Acquisition Regulation (FAR) (48 CFR Part 52), FAR 52.244-6, Subcontracts for Commercial Items, IM will comply with the provisions set forth in FAR 52.244-6.

10. Contract Terms and Conditions for Federal Contracts. If the IM services are provided directly to the Federal government, to the extent not inconsistent with these terms and conditions, General Terms and Conditions, and applicable Special Terms and Conditions provided herein, the provisions of FAR 52.212-4 (NOV 2023) are applicable to this Agreement.

11. Delivery, Shipment and Risk of Loss. Unless otherwise agreed in a SOW, Schedule, Purchase Order, or Task Order incorporating these terms, conditions, Customer will bear the risk of loss of and any other risk pertaining to the IT Assets until such IT Assets are delivered to IM or its representatives. For purposes of the preceding sentence, delivery of IT Assets will occur when IM receives physical possession of the IT Assets. Title to the IT Assets will pass to IM upon such delivery. It is Customer's sole and exclusive

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responsibility to ensure that only the IT Assets intended for processing by IM under this Agreement are delivered to IM. In the event of a dispute or discrepancy, Customer will have the burden of proving delivery of IT Assets to IM. IT Asset lists provided by Customer are not evidence of delivery and will only be used to compare against IM scan results when the Customer has selected a service that includes a serial number scan of the IT Assets onsite at Customer's premises. If Customer ships IT Assets to IM via carrier, it is Customer's sole and exclusive responsibility to ensure that the carrier's bill of lading or other freight documentation includes an accurate description of the type, quantity and condition of the IT Assets shipped to IM and reflects the correct number of pallets, if applicable. IM will be entitled to rely solely on the bill of lading or other freight documentation and shall not be liable or responsible to Customer for any claim of inaccuracies or inconsistencies between the bill of lading or other freight documentation and Customer's records or accounting of the type, quantity or condition of the IT Assets or number of pallets shipped to IM. Iron Mountain will not be liable for loss or destruction of, or damage to, IT Assets stored with or transported by Iron Mountain unless it fails to exercise such care as a reasonably careful person would exercise under like circumstances, and if liable, the amount of Iron Mountain's liability is limited to the fair market value of the lost, damaged or destroyed IT Assets. While IT Assets are in the custody of the specified shipping company for transportation, such shipping company will be solely responsible for any loss of or damage to, such IT Assets or any data contained thereon while in the custody of the shipping company.

12. Assignment; Performance of Services by IM Affiliates or Subcontractors. IM may assign this Agreement, in whole or in part, and may delegate or subcontract any or all of its obligations under this Agreement, to an affiliate of IM. IM may also delegate or subcontract certain of its obligations to its third party vendors and subcontractors. IM acknowledges that it will remain directly liable to the Customer for the performance of such delegated obligations.

13. Changes. Customer changes in specifications, place or time of performance, units, or other performance or delivery requirements, including without limitation the assumptions upon which pricing is based, must be accepted in writing by IM, and will entitle IM to an equitable adjustment in the price or performance schedule or both.

14. Miscellaneous. Any notice made pursuant to this Agreement must be given in writing. Customer will send notices to IM to the attention of its General Manager, Iron Mountain Government Solutions, and General Counsel. Customer represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and will remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause IM to be in violation of such laws and regulations, and will not require IM to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. IM may immediately terminate this Agreement in the event Customer breaches or IM reasonably believes that Customer is in breach, of any obligations or representations of the preceding sentence.

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Appendix F: Data Center Co-location

These Special Terms and Conditions apply to all Data Center colocation services provided by Iron Mountain under the Agreement, and have precedence over any different or conflicting terms or conditions of the Iron Mountain General Terms and Conditions.

Definitions

"Affiliate" means those entities controlling, controlled by, under common control with, or having a common parent with, either Iron Mountain or Customer as applicable. For purposes of the foregoing definition, "control" (including "controlling", "controlled by" and "under common control with") means direct or indirect ownership of: (a) not less than fifty percent (50%) of the voting stock of a corporation; (b) the right to vote not less than fifty percent (50%) of the voting stock of a corporation; or (c) not less than fifty percent (50%) ownership interest in a partnership or other business entity.

"Authorized User" means an agent, employee, or other representative of Customer with a certain level of authority ("Authorization Level") to bind Customer, as granted by Customer on Iron Mountain's standard authorization form or secure web portal. Such authorization will constitute Customer's representation that each Authorized User has the authority to bind Customer within the scope of his/her Authorization Level. Depending on the applicable Authorization Level, an Authorized User may order and modify Services and/or Customer Space, issue a trouble ticket for the Services, direct the disposition of Customer Equipment, modify or remove the Authorization Level of another Authorized User, or take other actions on behalf of Customer.

"Base Service" means the fixed monthly recurring charges for Customer Space as set forth in the applicable Order Form(s).

"Commencement Date" means the commencement date of Customer's license to use the Customer Space and Services, as specified in the applicable Order Form(s) or as adjusted pursuant to Section 1.3.

"Customer Equipment" means the equipment and property placed by or on behalf of Customer in the Customer Space, specifically excluding any items owned, leased or licensed by Iron Mountain or its other customers. Customer Equipment must be industry-accepted equipment suitable for use in a data center, which includes but is not limited to, (i) servers and computing devices; (ii) storage arrays and devices; (iii) tape arrays and robots; (iv) network equipment, including but not limited to, routers, switches, VOIP PBX, patch panels, DWDM terminals, hubs, media converters, monitors and keyboards, web cameras, cable management trays, terminal servers and remote power switches; and (v) security devices, including but not limited to, firewalls, intrusion detection devices, spam filters, and DDOS abatement devices.

"Customer Representatives" mean the individuals authorized to have unescorted access to the Customer Space, subject to the terms of this Agreement.

"Customer Space" means the dedicated suite, cage or cabinet space licensed to Customer by Iron Mountain under this Agreement.

"Data" means the data stored on the Customer Equipment or otherwise passing through the Services.

"Data Center" means the data center facility operated by Iron Mountain identified in this Agreement and containing the Customer Space.

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"Iron Mountain Space" means all space in the Data Center, other than Customer Space.

"Order Form" means Iron Mountain's standard written order form, signed by both Parties describing the Services, Customer Space, and applicable pricing. The Parties may modify or add to Customer Space or Services, subject to availability, via a mutually agreed upon modified Order Form signed by the Parties.

"Professional Services" means the services performed by Iron Mountain personnel in the Customer Space, including but not limited to, basic information technology infrastructure tasks, helping hands and/or remote hands services.

"Services" means the services offered by Iron Mountain that Customer elects to receive and described in the Order Form(s), including, without limitation, the provision of electrical power, the licensing of connections, audit support, the provision of and access to Internet exchange ports and network services, Professional Services, and the build out of Customer Space.

"Service Level Agreement" or "SLA" means Schedule B attached to this Agreement, which describes all potential abatements to Customer in the event Iron Mountain does not meet the levels of Service set forth in the SLA.

1. License and Related Services.

1.1. Scope. Iron Mountain grants to Customer an exclusive license to use the Customer Space during the Term for (i) the installation, maintenance, repair and operation of Customer Equipment; (ii) the use and receipt of Services; and (iii) the provision and use of electrical power and Internet bandwidth within the Customer Space, subject to and in accordance with the terms and conditions of this Agreement.

1.2. Restrictions. Except as expressly provided in this Agreement, neither Party shall have any right to terminate the license granted in Section 2.1, and the Parties shall remain fully responsible for all obligations and amounts payable under the applicable Order Form for the entire Term. Customer shall not acquire any right, title, or interest in capital expenditures made by Iron Mountain in the Data Center, including but not limited to, Iron Mountain's build out of Customer Space related to this Agreement.

1.3. Availability of Customer Space. Iron Mountain shall make commercially reasonable efforts to make available the Customer Space to Customer by the Commencement Date specified in the applicable Order Form. If Iron Mountain fails to make the Customer Space available to Customer by the scheduled Commencement Date, Iron Mountain shall have no liability arising out of or in connection therewith, and such failure shall not invalidate the license to use the Customer Space or release the Parties from any obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Commencement Date is defined as the date that Iron Mountain actually makes available the Customer Space and, in such event, the length of the Term will not be reduced thereby, and the scheduled expiration of the Term will be extended to provide for the full Term.

1.4. Expiration and Termination. On the date of the expiration or termination of this Agreement, Customer shall have no further rights with respect to the Customer Space and shall, by such date and at its own expense, (i) remove all Customer Equipment, and repair any damage to the Customer Space or Iron Mountain Space resulting from such removal; and (ii) vacate the Customer Space to Iron Mountain in the same condition as it was when delivered to Customer, ordinary wear and tear excepted. In the event of a breach of this Section by

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Customer, Iron Mountain may exercise any or all of the remedies set forth in the event of a Customer Default as defined in this Agreement.

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1.5. Services. Iron Mountain will provide the Services described in the Order Form(s) at the rates and charges set forth therein.

2. Term.

2.1. Holdover. If Customer continues to use the Customer Space after the expiration or termination of this Agreement, the terms of this Agreement will continue to apply until (i) Customer ceases using the Customer Space; and (ii) Customer has removed all Customer Equipment from the Customer Space or Iron Mountain has exercised its remedies in the event of a Customer Default. Such use of the Customer Space beyond the expiration or termination of the Agreement will not constitute a renewal or extension of the Agreement. Base Service during such holdover period will increase to one hundred fifty percent (150%) of the Base Service that was in effect immediately prior to termination or expiration.

3. Pricing and Payment.

3.1. Taxes on Customer Equipment. Customer shall be liable for and shall pay all governmental fees, taxes, tariffs, and other charges levied directly or indirectly against Customer Equipment. If any taxes for which Customer is liable are levied against Iron Mountain or Iron Mountain's property, including as a withholding agent, Customer shall pay such taxes to Iron Mountain within ten
(10) days of Iron Mountain's written notice thereof.

3.2. Other Applicable Taxes. Customer shall pay all applicable taxes on the Services or Customer Space, including any taxes stated separately on Iron Mountain's invoice or as otherwise directed by Iron Mountain in writing. Taxes may include, but are not limited to, any sales, use, or other taxes, assessments or other charges imposed by any governmental or quasi-governmental authority upon Iron Mountain or Customer on (i) the Base Service or other amounts payable by Customer hereunder; (ii) this Agreement, the Services, or the Customer Space, including, without limitation, any applicable possessory interest taxes; or (iii) any document to which Customer is a party creating or transferring an interest in the Customer Space. Customer shall not be responsible for any federal or state income taxes, franchise taxes, excess profits taxes, gift taxes, capital stock taxes, or inheritance, succession or estate taxes imposed on Iron Mountain.

4. Customer Representatives.

4.1. Customer Representative Appointment and Rules. Before entering the Data Center unescorted by Iron Mountain staff, each Customer Representative shall comply with Iron Mountain's badging requirements, including undergoing a background investigation performed by Iron Mountain and signing a confidentiality agreement in form and substance reasonably acceptable to Iron Mountain. Iron Mountain shall provide badging for up to three (3) Customer Representatives during the Term at no charge to Customer; Customer shall reimburse Iron Mountain for each background investigation (including recurring background investigations) at Iron Mountain's prevailing rate for any additional badging beyond the initial three (3) Customer Representatives. Customer shall appoint in writing the Customer Representatives prior to the Commencement Date. Customer shall provide Iron Mountain with at least three (3) business days' prior written notice of any revocation of any Customer Representative's authority and/or any change to the list of authorized Customer Representatives. Iron Mountain may revoke the privileges of any Customer Representative at any time, and Iron Mountain shall use commercially reasonable efforts to notify Customer in advance of any such revocation. Customer shall be responsible for all acts and omissions of its employees, agents, Authorized Users, and Customer Representatives in connection with their

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presence at the Data Center and/or their performance under this Agreement.

4.2. Third Party Contractors. In the event Customer engages any third party contractors to perform work in the Customer Space, Customer shall provide advance written notice to Iron Mountain and shall comply with all Iron Mountain written procedures for the use of third party contractors at the Data Center. Customer is responsible for all acts and omissions of such third party contractors in connection with their presence at the Data Center and/or their performance under this Agreement. Customer's use of third party contractors will not release it from any of its obligations or liabilities under this Agreement.

5. Use of Customer Space.

5.1. Operational Procedures. Customer and Customer Representatives shall comply with Iron Mountain's operational requirements, as modified from time to time. Such requirements include, but are not limited to, (a) the Data Center rules and regulations attached hereto as Exhibit 1; (b) safety, security and related requirements regarding the Data Center; and (c) rules related to the Customer Space, power density, location of Customer Equipment and similar matters. Specifically, Customer and Customer Representatives shall not: (i) circumvent or damage any Data Center security equipment, including biometric readers, proximity readers, mantraps, cameras, or associated servers and electronics; or (ii) attempt to access or alter any point of network concentration, such as network demarcation cabinets, intermediate distribution frames, main distribution frames, or meet-me-rooms, without an Iron Mountain escort and Iron Mountain's written consent. Other than temporary access to common areas for the sole purpose of accessing the Customer Space, Customer shall have no access to the Iron Mountain Space unless approved in advance in writing by Iron Mountain.

5.2. Use of Customer Space. Subject to the terms of this Agreement and the Data Center rules and regulations, Iron Mountain shall provide Customer Representatives access to the Customer Space twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

5.2.1. *Maintenance of Customer Equipment*. Customer shall install, operate, and maintain Customer Equipment pursuant to industry standards and in a manner reasonably acceptable to Iron Mountain. Without limiting the generality of the foregoing, Customer shall safely secure Customer Equipment (including cabling) to cabinets or racks; use blanking panels or equivalent devices to maintain proper airflow; and shall not (i) install Customer Equipment in a way that impedes Data Center airflow or blocks raised floor perforated tiles or return air plenums; (ii) install Customer Equipment (including cabling) in a way that interferes with any other Data Center customer; and (iii) install cabling between cabinets or cages, except for adjacent cabinets or cages licensed by Customer.

5.2.2. *Maintenance of Customer Space*. Customer shall maintain the Customer Space at its sole cost and expense in accordance with industry standards and practices for data centers, which includes but is not limited to, keeping the Customer Space neat and clean; immediately removing any cardboard or flammable materials from the floor of the Customer Space or Data Center; obeying all posted signs and placards; and refraining from (i) interfering with the operation of hot or cold aisle separation and containment; (ii) using the overhead cable tray, except as directed by Iron Mountain staff; (iii) plugging any device into the track busway system or interfering with the proper operation of the track busway; (iv) interfering with any life safety systems such as fire detection and fire suppression systems; and (v) depressing an emergency shut off button except in case of an emergency.

5.2.3. *Iron Mountain's Use*. Customer shall not perform any improvements, modifications, changes or alterations to the Customer Space unless approved in advance in writing by Iron Mountain. Iron Mountain may relocate any Customer Space upon prior written notice to Customer. Iron Mountain may access the Customer Space and

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Customer Equipment at any reasonable time to provide Services or for any other reasonable business purpose.

5.3. Suspension of Services or Access to Customer Space. In the event Iron Mountain is required by law or court order, or in the event of a Customer Default as set forth in this Agreement, Iron Mountain may (i) suspend the Services including, without limitation, electrical power; or (ii) deny Customer access to the Customer Space or Data Center.

5.4. Compliance with Laws; Hazardous Material. Customer shall use the Customer Space and Services in compliance with all applicable federal, state, and local laws and regulations. Customer shall not cause or permit any hazardous material to be stored or used in the Customer Space, and shall reimburse Iron Mountain for damage to any equipment or injury to personnel (including damage or injury to other customers of the Data Center) resulting from Customer's breach of this Section.

5.5. Customer Responsibilities. Customer represents that it is the owner or legal custodian of the Customer Equipment and has full authority to install and operate the Customer Equipment in the Customer Space and direct its disposition in accordance with this Agreement. Customer shall not cause or allow any liens or encumbrances to be imposed upon the Customer Space or the Iron Mountain Space. In the event of a breach of this Section, Iron Mountain may pay all amounts necessary to remove any such liens and encumbrances, and Customer shall promptly reimburse Iron Mountain one hundred ten percent (110%) of all such amounts.

5.6. Maximum Power Limit.

5.6.1. *Definition*. As defined in the applicable Order Form, Customer's actual electrical power consumption for the Customer Space is limited to the lower of (i) the licensed Maximum Electrical Consumption; or (ii) 80% of the Maximum Primary Power Capacity limit. Notwithstanding the foregoing, at no time may the Maximum Electrical Consumption of any individual primary power circuit or pair of primary and redundant power circuits exceed 80% of the KW Rating of the individual primary power circuit(s) specified in the applicable Order Form. The limits in this paragraph are defined as the "Maximum Power Limit."

5.6.2. *Remedies for Breach*. If the Customer Space or an individual electrical power circuit has exceeded the Maximum Power Limit, Customer shall cure the breach within forty-eight (48) hours following written notification by Iron Mountain. Customer may cure a breach of this Section 5.6 by (a) reducing electrical load within the Customer Space and/or on the affected electrical power circuit to a level below the Maximum Power Limit; or (b) subject to availability, jointly executing an Order Form with Iron Mountain for additional Maximum Electrical Consumption for the Customer Space and/or for additional electrical power circuits. If Customer fails to cure a breach of this Section 5.6 within forty-eight (48) hours following written notification by Iron Mountain, Iron Mountain may (i)will be entitled to liquidated damages of five hundred dollars ($500) per day for each day in which Customer's actual electrical consumption exceeds the Maximum Power Limit; (ii) reduce the electrical power load within the affected Customer Space or affected electrical power circuit without liability to Customer or anyone claiming by or through Customer; or (iii) exercise any or all of the remedies set forth in the event of a Customer Default as defined in this Agreement.

5.7. Subordination. In the event that Iron Mountain is a tenant under a lease with respect to the building containing the Data Center (the "Building"), and notwithstanding anything to the contrary in this Agreement, Customer hereby agrees that its use and occupancy of the Customer Space is subject and subordinate to any lease between Iron Mountain and the owner of the Building (a "Master Lease"). If the Building is owned by Iron Mountain, Customer hereby agrees that this Agreement and its rights, licenses, use and occupancy hereunder are subject and subordinate to any mortgage and/or deed of trust granted by Iron Mountain, whether existing or future,

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and to any renewals, modifications, consolidations, extensions and replacements thereof (including, without limitation, all advances thereon, whether existing or future), unless the holder of any such mortgage or deed of trust elects otherwise. If this Agreement is subordinate to any such mortgage and/or deed of trust and the holder or any other party (the "Successor") shall succeed to the interest of Iron Mountain, at the election of the Successor, Customer shall attorn to the Successor, and this Agreement will continue in full force and effect between the Successor and Customer. Customer shall, within ten (10) business days' prior written notice from Iron Mountain, deliver to Iron Mountain a statement signed by Customer certifying as to such matters as may be reasonably requested by Iron Mountain, including any such statement or document reasonably required by Iron Mountain or its lessor or lender in connection with this Section. Customer acknowledges and agrees that any such statement may be relied upon by Iron Mountain and any of its designees, including, without limitation, any prospective purchaser, assignee, lessor or lender. This Section is self-operative, and no further instrument shall be required to effect such subordination of this Agreement.

6. Force Majeure. Any failure or delay by either Party in the performance of its obligations under this Agreement will not be deemed a default or grounds for liability or termination if such failure or delay is caused by an event beyond the affected Party's reasonable control, or by acts of God, governmental actions, labor unrest, acts of terrorism or war, unusually severe weather, riots, or fire (a "Force Majeure Event"). The affected Party will be excused from any further performance of its obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If a Party's inability to perform under the Agreement due to a Force Majeure Event persists for a period of sixty (60) days following the Force Majeure Event, the other Party may terminate only the portion of the Agreement or applicable Order Form(s) directly affected by the Force Majeure Event. Notwithstanding any provision to the contrary, a Force Majeure Event will not excuse payment obligations under this Agreement.

7. Governmental Orders. Iron Mountain cannot prevent access by governmental entities to Customer Equipment or Data. However, in the event Iron Mountain receives any subpoena, warrant, court order or similar such governmental agency or legal requirement ("Order") that purports to compel disclosure of any of Data or the Customer Equipment, Iron Mountain shall promptly notify Customer of such Order (unless such notice is prohibited by law or judicial order) and shall cooperate with Customer, at Customer's expense, in the exercise of Customer's right to protect the confidentiality of Data and/or the Customer Equipment. Iron Mountain may comply with anysuch Order, except to theextent Customer obtains a courtorder quashing or limiting such Order.

8. Confidentiality; Privacy, Security, and Data Protection.

8.1. Confidential Information. "Confidential Information" means any (i) proprietary, confidential, or trade secret information disclosed by a Party to the other Party during negotiations or discussions regarding various business activities under this Agreement,
(ii) information regarding this Agreement or Order Form(s), and (iii) information regarding Iron Mountain's processes and procedures, including but not limited to, information received by Customer or Customer Representatives related to Iron Mountain's Data Center operations or other customers of Iron Mountain; except for information that was previously known to the receiving Party free of any obligation to keep it confidential, is subsequently made public by the disclosing Party, or is disclosed by a third party having a legal right to make such disclosure. Confidential Information will not include the Customer Equipment or Data, which the Parties agree to address separately under this Agreement. Confidential Information shall be used only in the manner and for the purposes contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing Party's written consent. Neither Party shall obtain any rights in or to the Confidential Information

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of the other Party. Each Party shall implement and maintain reasonable safeguards designed to protect the other Party's Confidential Information, and will have no liability hereunder for any disclosure, loss or misuse of Confidential Information which could not have been avoided by exercise of such degree of care. Upon the expiration or termination of this Agreement, each Party shall promptly return to the other Party or destroy all Confidential Information in its possession. Each Party acknowledges that it will not obtain any right, title or interest in or to the Confidential Information of the other party as a result of disclosure under this Agreement.

8.2. Security and Privacy. Iron Mountain shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect the Customer Equipment and Data in its possession against loss, damage or disclosure. Each Party agrees to comply with all applicable United States laws and implementing regulations in effect on the Effective Date, to the extent that each such Party is directly regulated by any such laws or regulations and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to any such laws or regulations. Upon discovery by Iron Mountain of any loss or damage with respect to Customer Equipment or Data in the custody and control of Iron Mountain under this Agreement, Iron Mountain will promptly notify Customer thereof in writing along with any actions that have been taken to mitigate the effects of such loss or damage and will take such further actions as it deems reasonably necessary to mitigate such effects. Iron Mountain will provide reasonable assistance and cooperation to Customer in the investigation of any such loss or damage.

9. Limitation of Liability.

9.1. Liability for Customer Equipment and Data. Iron Mountain will have no liability for any loss or destruction of, or damage to, Customer Equipment, unless and to the extent caused by its failure to exercise such care as a reasonably careful person would exercise under like circumstances. Iron Mountain's liability for any claim for loss, destruction or damage with respect to the Customer Equipment is limited to the cost of replacing the physical equipment. Iron Mountain will have no liability for loss or destruction of, or damage to (i) Customer Equipment while in the custody of third-party transportation providers; or (ii) Data, wherever stored or transmitted (including via a third-party telecommunications provider), including any and all costs, expenses or liabilities resulting from a breach of data security or confidentiality. Customer is solely responsible for encrypting its Data.

9.2. Maximum Liability. Iron Mountain's maximum aggregate liability arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity, warranty or any other legal theory is limited to the Base Service paid by Customer for the three (3) months immediately preceding the claim. With respect to Professional Services, Customer releases Iron Mountain from all liability arising out of Professional Services that Iron Mountain performs in accordance with Customer's written authorization and instruction. Customer acknowledges and agrees that the Services include third- party technology and products. Further, Customer acknowledges and agrees that Iron Mountain has no control over Data transmitted via third-party technology or products and Iron Mountain shall have no liability arising from or in connection with third- party technology or products.

9.3. No Consequential Damages. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Agreement including any loss of profits, interruption of business, or the loss of or cost of recreating any data, however caused, under any theory of liability (whether in contract, tort, warranty, or otherwise), and regardless of whether any remedy set forth herein fails of its essential purpose and even if a Party knew of or should have known of the possibility of such loss or damage.

9.4. Construction. This Section 9 "Limitation of Liability" is not intended to and will not be construed as

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excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this Section 9 unenforceable or invalid, the remainder of the Section will remain in full force and effect. This Section 9 survives the expiration or termination of this Agreement.

10. Indemnification.

10.1. Iron Mountain Indemnification. Iron Mountain shall indemnify, defend, and hold harmless Customer and its Affiliates, subsidiaries, officers, directors and employees from and against any and all third-party claims or demands arising out of or in connection with
(i) bodily injury (including death) or loss of or damage to tangible property (excluding Data or Customer Equipment), to the extent based upon the negligent acts or omissions of Iron Mountain; and (ii) allegations that the Services infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets. Iron Mountain shall have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon (a) use of or access to the Services in or from an application or environment or on a platform or with devices not authorized in the applicable Iron Mountain published documentation or other requirements specified under this Agreement, (b) modifications, alterations, combinations or enhancements of the Services not created by Iron Mountain or (c) any patent, copyright, or trade secret in which Customer or any Affiliate of Customer has an interest. The foregoing indemnification obligations shall not apply in the event and to the extent that the claim or demand arises as a result of Customer's negligence, willful misconduct, or breach of this Agreement. This paragraph survives the expiration or termination of this Agreement.

10.2. Indemnification Procedures. Customer shall provide Iron Mountain prompt written notice of any such claim or demand. Iron Mountain shall, at its option and expense, assume control of the defense and resolution of each claim or demand and (i) Iron Mountain shall not settle any claim requiring any admission of fault or payment of money on the part of Customer without its prior written consent (not to be unreasonably withheld); (ii) Customer shall have the right to participate, at its own expense, in the claim or suit; and (iii) Customer shall cooperate with the Iron Mountain as may be reasonably requested at Iron Mountain's cost and expense. Iron Mountain's sole obligation hereunder shall be to pay any judgment rendered, or settlement made, as a result of any such claim or demand.

11. Insurance.

11.1. Customer Insurance. Customer shall, at its sole cost and expense, procure and maintain the following insurance: (i) General Liability insurance in an amount not less than two million dollars ($2,000,000) per occurrence and three million dollars ($3,000,000) in the annual aggregate for bodily injury and property damage and personal injury coverage; (ii) a policy of standard fire, extended coverage and special extended coverage insurance (all risks), in an amount equal to the full replacement value new, without deduction for depreciation, covering all Customer Equipment; and (iii) Automobile Liability insurance in an amount not less than one million ($1,000,000) per accident. All insurance under this paragraph shall (a) be with reputable insurers licensed to do business in the state where the Data Center is located; (b) be provided by an insurer with an A.M. Best's financial rating of "A- XI" or better; (c) have commercially reasonable deductibles and be written on an occurrence basis;
(d) name Iron Mountain and its designated lenders, lessors and managers as additional insureds (with respect to General Liability and Automobile Liability only); (e) be effective while Customer Equipment is in, and in transit to, the Data Center; and (f) provide that such insurance cannot be canceled upon less than thirty
(30) days' prior written notice to Iron Mountain. At any time during the Term, Iron Mountain may request that Customer furnish certificates of insurance to Iron Mountain which evidence that Customer has obtained the

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insurance required hereunder, and provide evidence to Iron Mountain of the deductibles of all policies required hereunder. Customer shall cause its insurers to waive any rights of subrogation against Iron Mountain. Customer waives any and all rights, remedies, claims, actions and causes of action against Iron Mountain that it may have as a result of any loss or damage to Customer Equipment, or other claims or demands which are (or would have been, had Customer carried the insurance required by this Agreement) covered by insurance.

11.2. Iron Mountain Insurance. Iron Mountain shall, at its sole cost and expense, procure and maintain the following insurance during the Term: (i) commercial general liability insurance in an amount not less than two million dollars ($2,000,000) per occurrence and three million dollars ($3,000,000) in the annual aggregate for bodily injury and personal injury coverage; and (ii) a policy of standard fire, extended coverage and special extended coverage insurance (all risks), in an amount equal to the full replacement value of Iron Mountain's equipment in the Data Center. All insurance hereunder shall be with reputable insurers licensed to do business in the state where the Data Center is located, shall have commercially reasonable deductibles, and shall be written on an occurrence basis and may be under an umbrella, blanket or similar policy. Iron Mountain does not insure Customer Equipment or Data against loss or damage, however caused.

12. Warranty.

12.1. Iron Mountain Services. Iron Mountain warrants that (i) the Services will be performed in accordance with professional industry standards and substantially in conformance with this Agreement; and (ii) the persons it assigns to perform the Services will have the appropriate skill, training and background to perform such Services in a competent manner. This warranty is limited and will not apply to any Services where the failure of the Services to satisfy this warranty results from (a) improper use by Customer of the Services; (b) incomplete or inaccurate communication of information by Customer to Iron Mountain; or (c) Customer's decision not to implement any reasonable practices to which the Services apply that may be recommended by Iron Mountain. In the event of Iron Mountain's breach of the foregoing warranty, Customer's exclusive remedy and Iron Mountain's sole liability will be Iron Mountain's re-performance of the applicable Service, at no charge to Customer.

12.2. Limitation and Disclaimer. THE WARRANTIES SET FORTH ABOVE EXTEND ONLY TO CUSTOMER AND ARE IRON MOUNTAIN'S SOLE AND EXCLUSIVE WARRANTIES UNDER THIS AGREEMENT. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IRON MOUNTAIN DISCLAIMS, AND CUSTOMER IRREVOCABLY WAIVES, ALL SUCH OTHER WARRANTIES.

13. Customer Default.

13.1. Definition. "Customer Default" means (i) Customer's failure to pay fees or other amounts for thirty (30) days after written notice that the applicable amount is overdue; (ii) Customer exceeding the Maximum Power Limit and failing to cure within forty-eight (48) hours after written notification by Iron Mountain; (iii) Customer's failure to timely remove Customer Equipment or vacate the Customer Space in breach of Section 1.4; or (iv) the failure by Customer to cure any other breach of this Agreement within thirty (30) days after written notice is delivered by Iron Mountain.

13.2. Remedies. In the event of a Customer Default, Iron Mountain may (i) terminate the license for the Customer Space; (ii) recover from Customer all of the Base Service that would otherwise have been payable by Customer for all of the remaining Term absent any termination of this Agreement; (iii) suspend any or all of the Services (including, without limitation, electrical power); (iv) deny Customer and Customer Representatives access to the Customer Space or Data Center; and (v) at Customer's expense remove, store, securely dispose of, or sell the Customer Equipment in accordance with applicable law, provided that Iron Mountain shall provide a final written

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notice ten
(10) days prior to such secure destruction or sale. Notwithstanding the foregoing, Iron Mountain shall not sell Customer's tapes, hard drives, cassettes, cartridges, CDs, DVDs or other media-based storage devices ("Media") in connection with this Section; Iron Mountain may only securely destroy such Media at Customer's expense. In the event of any suspension of Services hereunder, Customer shall pay Iron Mountain a commercially reasonable reinstatement fee in the event of any reinstatement of such Services. Before exercising its remedies under this Section, Iron Mountain shall provide advance written notice to an Authorized User, a Customer Representative, or Customer at the notice address set forth in Section 19. In the event Iron Mountain takes any actions pursuant to this Section, it will have no liability to Customer or anyone claiming by or through Customer, and Customer shall pay all costs incurred by Iron Mountain in connection therewith.

14. Iron Mountain Default. Customer may terminate this Agreement in the event that Iron Mountain materially breaches any of its obligations under this Agreement, unless Iron Mountain cures such breach within sixty (60) days following receipt of Customer's written notice thereof.

15. Service Level Agreement. Customer shall be entitled to abatement under the Service Level Agreement in the event of certain Failures as defined in the SLA. Such abatement is Customer's exclusive remedy and Iron Mountain's sole liability arising out of or in connection with any Failures under the SLA.

16. Order Forms; Purchase Orders. Executed Order Form(s) will govern the price and scope of the Customer Space and Services. If Customer requests a project or Services modification that results in a one-time nonrecurring charge of $500 or more (excluding taxes), the Parties shall detail the mutually agreed upon project or modification on Iron Mountain's standard form change order signed by both Parties (a "Change Order"). The Parties agree that projects or Services modifications resulting in one-time nonrecurring charges of less than $500 (excluding taxes) may be mutually agreed upon between Iron Mountain and an Authorized User (via email or Iron Mountain's online portal) without a signed Change Order (each, a "Service Request"). Iron Mountain shall include the charges for each Service Request in the following invoice. All pre-printed terms and conditions included on any Customer purchase order shall be of no force or effect and shall not form a part of this Agreement. In the event of inconsistency between this text and the terms of any other document, the following will be the order of precedence: (i) this text; (ii) the Order Form(s); and (iii) any other documents executed by the Parties (excluding mutually negotiated documents that expressly amend the Agreement).

17. ITAR/EAR Compliance. Customer represents that none of the Customer Equipment or Data contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774) (cumulatively, "controlled information"), and acknowledges that Iron Mountain will not handle such materials under its plan for compliance with export controls. Notwithstanding, if Customer notifies Iron Mountain that Customer Equipment or Data contain controlled information, Iron Mountain will apply its Plan for compliance with export controls, and Customer acknowledges that special storage and service rates may apply.

18. Notices. Unless otherwise provided in this Agreement, any notice to be given by one Party to the other shall be in writing and shall be transmitted by certified mail, postage prepaid, or sent by nationally recognized overnight courier.

If to Iron Mountain, then to:

Iron Mountain Information Management, LLC
One Federal Street, Boston MA 02110
Attn: General Manager of Data Centers with a copy to:

Iron Mountain Information Management, LLC

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One Federal Street, Boston MA 02110
Attn: General Counsel

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Either Party may change the address to which notices are to be sent by sending a written notice to the other in accordance with the terms set forth in this Section.

19. Publicity. With prior written approval from Customer, Iron Mountain and its Affiliates may use and reproduce Customer's name, logo, trademarks, and service marks on its website, marketing materials, and press releases, solely for purposes of identifying Customer as a customer of Iron Mountain. Should a security breach of Customer's Data occur and Customer is required to disclose, issue notices, or issue a press release regarding such breach, either as required by law or as determined by Customer, then, unless otherwise required by applicable law or by a court order from a court withy competent jurisdiction, Customer shall not identify Iron Mountain or the location of the Data Center in any disclosure or press release pertaining to such breach. Customer, and not Iron Mountain, is solely responsible for sending any legally required notices in the event of a security breach of Customer's Data.

20. Assignment. Without the consent of the other Party, neither Party shall assign any right under the Agreement, except Iron Mountain may assign any such right to an Affiliate. The non-assigning Party shall not unreasonably withhold its consent.

21. Contract Terms and Conditions & Commercial Items Federal Acquisition Regulation 52.212-4. To the extent not inconsistent with the terms provided herein, the provisions of FAR 52.212-4 are applicable to this Agreement.

22. Cumulative Remedies. Unless expressly stated to the contrary in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

23. Entire Agreement. This Agreement, together with the Acceptable Use Policy found at https://www.ironmountain.com/utility/legal/online-contracts , incorporated herein by reference, constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

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SCHEDULE B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is made a part of the Agreement between the Parties and provides abatement to Customer in the event of the service level failures described in this SLA (collectively, "Failures"). This SLA applies only to the Customer Space set forth in the Agreement and the applicable Order Form(s). The abatement described in this SLA is Customer's exclusive remedy and Iron Mountain's sole liability arising out of or in connection with any Failures under the Agreement. This paragraph survives any expiration or termination of the Agreement. Any capitalized terms used but not defined in this SLA shall have the meaning set forth in the Agreement or applicable Order Form(s).

1. Definitions:

"Authorized Request" means a Helping Hands request placed by Customer through Iron Mountain's trouble ticketing system via phone, dedicated email address, or web portal. Customer shall designate each Authorized Request as "High," "Medium" or "Low" priority.

"Carrier Services Failure" means when the communication network connectivity provided by Iron Mountain between the Data Center and Iron Mountain's point of presence in a carrier hotel ("Carrier Services") is unavailable for the applicable duration specified in Section 2.

"Cross Connection Failure" means if (i) Iron Mountain fails to use commercially reasonable efforts to ensure that all of the critical data transmission pathways provided by Iron Mountain in the Data Center are properly operating; and (ii) as a result of such failure, a cross connection licensed by Customer from Iron Mountain in the applicable Individual Space (a "Cross Connection") is simultaneously unavailable and interrupted on both the primary and redundant connections for the applicable duration specified in Section 2.

"Helping Hands" means the basic information technology infrastructure tasks performed by Iron Mountain in the Customer Space on Customer's behalf, at Customer's direction and pursuant to Customer's instructions, including but not limited to, installation and replacement of network and power cabling, equipment reboots, removal and replacement of pluggable components, and installation, inspection, inventorying and moving of Customer Equipment. Helping Hands does not include system or database administration, or operating system configuration, support, architecture, or design.

"Humidity Stability Failure" or "HS Failure" means when the conditioned air provided by Iron Mountain to a cold aisle (i) exceeds eighty percent (80%) relative humidity; or (ii) is below twenty percent (20%) relative humidity, all as measured by Iron Mountain's humidity sensors.

"Individual Space" means an individual data hall, private suite, cage or cabinet that is part of the Customer Space and affected by a Failure.

"Managed Internet Access Failure" means if (a) the multi-homed Internet service provided by Iron Mountain to Customer ("Managed Internet Access") is unavailable for the duration specified in Section 2; and (b) Customer has set up Managed Internet Access redundancy in accordance with Iron Mountain's instructions.

"Redundant UPS Power Failure" means a simultaneous disruption in the transmission of electrical power from any primary power source and its corresponding redundant power source serving Customer Equipment in the Data

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Center.

"Resold Network Failure" means when the communication network connectivity provided by any third-partytelecommunications provider and resold by Iron Mountain to Customer ("Resold Network") is unavailable for the applicable duration specified in Section 2.

"Response Time Failure" means when Iron Mountain fails to respond to an Authorized Request categorized by Customer as High, Medium or Low priority within the time period specified in Section 2, provided that the Authorized Request contains sufficient information to enable Iron Mountain to perform the requested Service.

"Temperature Failure" means when the sustained temperature in a cold aisle (as measured by Iron Mountain's temperature sensors) exceeds: (i) 80.6 degrees Fahrenheit for a period of more than twenty-four (24) consecutive hours;

(ii) 85

degrees Fahrenheit for a period of more than six (6) consecutive hours; or (iii) 90 degrees Fahrenheit for a period of more than sixty

(60) consecutive minutes.

2. SLA Failure Abatements. Iron Mountain shall provide the following abatements to Customer for the Failure(s) in accordance with the Agreement and this SLA:

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Failure Type	Trigger	Abatement
Redundant UPS Power Failure	Each Redundant UPS Power Failure	1 day of Base Service for affected Individual Space
Redundant UPS Power Failure (Prolonged)	A single Redundant UPS Power Failure lasts 1 hour or longer	An additional 1 day of Base Service for the affected Individual Space for each hour that the UPS Power Failure exists
HS Failure	Each HS Failure	1 day of Base Service for affected Individual Space
HS Failure (Prolonge d)	A single HS Failure lasts 1 hour or longer	An additional 1 day of Base Service for the affected Individual Space for each hour that the HS Failure exists
Temperature Temperature Failure (Prolonged)	Each Temperature Failure A single HS Failure lasts 1 hour or longer	1 day of Base Service for affected An additional 1 day of Base Service for the affected Individual Space for each hour that the Temperature Failure
Carrier Services	Cumulative availability of Carrier Services of less than 99.5% in any	1 day of services fees for the affected Carrier Services element for each hour
Cross Connectio	One or more Cross Connection Failure(s) in any calendar day	The daily service fees for the affected Cross Connection for each day that a
Resold Network	Cumulative availability of Resold Network of less than 99.5% in any calendar month.	The monthly service fees for the affected Resold Network element in a percentage equal to the abatement
Managed Internet	One or more Managed Internet Access Failure(s) for more than in anycalendar	The daily service fees for the affected Managed Internet Access for each day

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Response Time Failure	High Priority Authorized Requests: Failure to begin work within 30 minutes of receipt Medium Priority Authorized Requests: Failure to acknowledge request within 30 minutes of receipt	1 hour of Helping Hands fees for each Response Time Failure

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3. Failure Maximum Abatement. In no event will the maximum, cumulative abatement in any calendar month for each Failure listed above exceed one (1) month of Base Service or monthly fees for the applicable Individual Space or Services (the "Maximum Abatement"). The Maximum Abatement for each Failure will apply regardless of the number or duration of such Failure(s) within the calendar month. In the event there would otherwise be abatement under this SLA in excess of the Maximum Abatement for a particular calendar month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

4. SLA Applicability.

4.1. Exceptions. Customer shall not be entitled to any abatement whatsoever (and shall have no rights or remedies under this SLA or otherwise), and no Failure of any kind shall be deemed to have occurred, if any of the following exists:

(a) Customer is in breach or default under the Agreement at the time of the Failure in question;

(b) Customer has not notified Iron Mountain's operations team of such Failure via phone, email, web portal or in-person notification within three (3) days of the Failure in question; or

(c) The Failure in question is caused by any of the following: (a) any equipment (including without limitation, any Customer Equipment) of (or otherwise used by or in possession of) Customer or Customer Representatives, or any software running on such equipment; (b) any act or omission of Customer or Customer Representatives; or (c) a Force Majeure Event.

4.2. Per Event Maximum. Customer's aggregate abatement for a single event causing one or more concurrent Failure(s) as defined this SLA shall not exceed one (1) month's total Base Service and the monthly recurring fees for the affected Individual Space and Services (as set forth on the applicable Order Form(s)). The foregoing limitation shall apply regardless of (i) such event causing more than one (1) type of Failure; or (ii) the length of time such Failure(s) persist(s).

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EXHIBIT 1: IRON MOUNTAIN DATA CENTER RULES & REGULATIONS

While on-site at the Data Center, Customer (including its employees, agents, visitors and other representatives), Customer Representatives, and Customer's third party contractors (each a "Tenant") shall comply with the Data Center rules and regulations set forth in this Exhibit.

Electrical and Safety

- Customer shall notify Iron Mountain in advance of all Customer Equipment installations that require the installation of new power strips, cabinets, or racks. Customer may provide such notification by opening a ticket with the IMHELP phone number, an email, or a ticket in the IMHELP portal.
- Only Iron Mountain staff may install, change, or manipulate power circuits, and only Iron Mountain electricians may provide power circuits from power distribution units or Starline bus disconnects. Tenants shall not attempt to connect any device to the Starline bus or into any power panel, as this may result in injury or death.
- Tenants may only connect devices with current UL or equivalent listings to electrical power distribution. Tenants shall not alter any equipment's electrical configuration (e.g. stripping plugs) before connecting it to Iron Mountain electrical distribution. Upon Customer request, Iron Mountain Master Electricians and Engineers may design and evaluate specialized installations.
- Tenants may only plug one power strip or rack PDU into each whip from the electrical distribution system. Tenants may not use devices or power strips with frayed or defective wiring due to risk of fire.
- Iron Mountain generally provisions power circuits in an A+B redundant manner. Customer shall not draw more than 80% of the rated load for either A+B from the combined A+B circuits at any time. This requirement ensures that the Customer is properly protected in the event of a power system failure or outage.

Housekeeping

- Customer shall open an associated installation ticket for all equipment shipped to an Iron Mountain facility, which Customer may open by email, phone call, or the IMHELP portal. Customer shall include shipping information, including shipper name and tracking/ID number, and shall clearly specify any special handling requirements. Iron Mountain may reject packages not obtaining such documentation.
- Tenants shall not leave cardboard or other packaging, except for static-proof Mylar bags, on the Data Center floor at any time, including for installations. Tenants shall leave cardboard in the Data Center entrance vestibule/lobby or at a designated staging area. Tenants may store boxes in customer storage areas off of the Data Center floor; Iron Mountain may

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remove cardboard boxes in customer cages from the Data Center floor, unopened.

- Tenants shall only manipulate, view, or remove Customer Equipment in the Customer Space. In the event that other customers' cabinets or cages are unlocked or accessible, Tenants shall notify Iron Mountain staff.
- Tenants shall return crash carts and other Iron Mountain equipment when they have finished utilizing it or when Tenants exit the site. Iron Mountain may enter the Customer Space to retrieve Iron Mountain property without notification.
- Tenants shall not bring food or beverages, including bottled water, onto any part of the Data Center white space. Food and beverages are permitted in all break areas, staging areas, and lobbies.

Access Control and Security

- Visitors to the Data Center must have two forms of identification. One of those forms of identification must be a photo ID issued by a government agency, foreign or domestic. Iron Mountain may also require two forms of identification when issuing a Tenant an Iron Mountain badge. Acceptable forms of photo identification include:
    - U.S. Passport or U.S. Passport Card
    - Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
    - ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
- Iron Mountain strictly controls access to the Data Center for reasons of security, safety and audit. Customer personnel (excluding authorized Customer Representatives) wishing to visit should open an IMHELP ticket, if possible. Iron Mountain strongly desires that Tenants who visit Iron Mountain sites on a regular basis be badged, which requires a background check. In the event a non-badged Tenant requires access to Customer Equipment due to an emergency response situation, Iron Mountain staff will provide a complementary escort for such Tenant. Tenants shall wear Iron Mountain badges at all times while within the facility.
- Customer shall not use audible alarms or strobe light alarms if they can be observed or heard from any other customer's cabinets or cage. In the event that an audible or strobe alarm is observed from another customer's area, Iron Mountain may silence the alarm or device.
- Iron Mountain Corporate Security staff may search all individuals entering and leaving the Data Center and Customer packages, bags, and vehicles via appropriate means according to local and state legal guidelines. A copy of said guidelines will be available for review at all times. In the event that Customer requires special handling of staff or packages, Customer shall place a note in the IMHELP access ticket and Iron Mountain shall accommodate all special requirements. Iron Mountain may not

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permit entry to persons refusing said inspection.

- Tenants may place video recording equipment inside their cabinets or cages, but must configure such equipment to only capture video of Tenants and Iron Mountain employees working on the Customer Equipment. Customer shall place visible signage noting that such recording is taking place and identity of the recording party. Iron Mountain Security will review all security devices placed in the Customer Space to ensure compliance with contractual obligations of other customers.
- Tenants must agree to camera surveillance as a condition of their entry into the Data Center. Any individual who does not consent to still and video camera operation may not enter the Data Center.
- Tenants shall not bring any of the following items into the Data Center: intoxicants (including alcohol), firearms, non-lethal weapons (including Tasers, batons, and sprays), and recording equipment (except as noted above). Additionally, Tenants may not use photographic equipment (including cell phone cameras) at any time at the Data Center without specific permission from Iron Mountain Security.
- Certain areas of the Data Center are off limits to Tenants and unauthorized Iron Mountain staff. Those areas include, but are not limited to," meet-me" rooms, fiber distribution frames, electrical rooms, mechanical rooms and corridors, and security offices and monitoring areas. Such areas will have clear and legible warnings of non-entry. Due to OSHA regulations and Iron Mountain's obligations to customer reliability and privacy, any unauthorized entry into these areas will result in the violator being barred from having any further access to Iron Mountain property, and may result in personal civil or criminal liability. All Customer Representatives must utilize their Iron Mountain issued badges for access to all areas. "Piggybacking" occurs when an individual purposely allows someone to follow them through a physical security device into a controlled area without swiping their identification card. "Tailgating" occurs when an authorized individual enters a controlled area and unknowingly allows an unauthorized individual to enter through a physical security device (without swiping his/her badge) before it secures. No Tenant may engage in, or allow another Tenant or any third party to engage in piggybacking or tailgating. Failure to comply with this obligation will be deemed a material breach of these Data Center Rules and Regulations. Each Tenant must ensure that other individuals do not follow the Tenant into controlled areas, and Tenants must not hold a door open for any individual without verifying such individual's badge and ensuring he/she swipes the badge before entering. Tenants must prominently display valid identification cards on his/her person such that identification is easily viewed.
- Tenants must swipe their access cards at the card reader when entering a secure area, even if another individual holds open the door. Tenants who have forgotten or lost their identification cards shall report to security and/or the receptionist to acquire a temporary badge, and shall not piggyback or tailgate into the Data Center

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or secured areas.

- Tenants shall not utilize motor or electric vehicles on Iron Mountain campuses or in the Data Center without prior written authorization from Iron Mountain. Tenants must obey all provided vehicle operations rules, especially regarding speed, authorized routes, and safety.

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Appendix G: InSight and Digital Business Unit (DBU) Services

These Digital Solutions Terms and Conditions (these "Terms and Conditions") including any addendums shall govern any Solution provisioned under any Order Confirmation in which they are referenced (collectively the "Agreement") are by and between Iron Mountain and Customer, together the "Parties". The Parties agree as follows:

1. Definitions.

"Access Protocols" means the usernames, passwords, access codes, encryption keys, service accounts, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access any Solution, or part of a Solution, including any Hosted Services.

"Affiliates" means those entities controlling, controlled by, under common control with, or having a common parent with, either Iron Mountain or Customer as applicable. For purposes of the foregoing definition, "control" (including "controlling", "controlled by" and "under common control with") shall mean direct or indirect ownership of: (a) not less than fifty percent (50%) of the voting stock of a corporation; (b) the right to vote not less than fifty percent (50%) of the voting stock of a corporation; or (c) not less than fifty percent (50%) ownership interest in a partnership or other business entity.

"AUP" means the Iron Mountain Acceptable Use Policy (available at https://www.ironmountain.com/utility/legal/online-contracts, the version of which is effective as of the Effective Date of this Agreement).

"Authorized User" means any individual who is an employee of Customer or such other person as may be authorized by Customer to access the Solution, or part of a Solution, including any Hosted Services, pursuant to Customer's rights under these Terms and Conditions and granted access using the Customer-owned identity provider ("ID Provider System") or through an Iron Mountain- managed ID Provider System.

"Customer Data" means all content, data and information that is input or uploaded to, or collected, received, processed, imaged, or stored in the Software or Hosted Services by or on behalf of Customer and or data otherwise provisioned to Iron Mountain for the Solution, and all derivative data thereto, including but not limited to derivative data created in accordance with an SOW. For the avoidance of doubt, Customer Data provisioned to Iron Mountain, and all worldwide Intellectual Property in such data, are the exclusive property of Customer and its licensors, and Customer Data does not include Usage Data.

"Digital Conversion Services" means conversion, imaging or scanning Customer Data and related services provided by Iron Mountain or its suppliers as described in the Order Confirmation.

"Documentation" means technical documentation provided as part of the Solution, including but not limited to the user manuals, training materials, reference guides, instruction materials, help files and similar materials provided by Iron Mountain or its suppliers to Customer in hard copy or electronic form or available on Iron Mountain's online portal describing the use, operations, features, functionalities, user responsibilities, procedures, commands, requirements, limitations and capabilities of and/or similar information about a Solution. The Parties agree nothing contained in such Documentation shall be interpreted in conflict with the Agreement or otherwise operate to override any provisions in the Agreement.

"High Risk Activities" means uses such as, without limitation, the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Host" means the host or storage location of Customer Data as part of a digitally hosted Solution or Hosted Services as detailed in the Order Confirmation, and may change with notice to Customer provided such host is subject to the terms of the Agreement.

"Hosted Services" means any hosted Software as a Service, as selected and described in an Order Confirmation. Hosted Services are provided hereunder pursuant to any relevant Iron Mountain agreement with the relevant Host.

"Implementation Services" means the implementation services documented in an Order

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Confirmation relating to the Solution, including service details related to ID Provider System integration, security controls and special accommodations, which require Iron Mountain assistance to implement.

"*Intellectual Property*" means any and all now known or hereafter existing: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

"Iron Mountain ML" means Iron Mountain's machine learning and artificial intelligence technology ("AI Technology"), and any related analytics data, Usage Data, AI output formats, and other technology used or provided by Iron Mountain as part of or in connection with such AI Technology, as well as any artificial, computer-generated, synthetic data created for the purpose of training and testing such technology including all Intellectual Property, modifications, derivative works and improvements thereto.

"Order Confirmation" means a document that: (a) contains details regarding the Solution to be performed or provided, including pricing and other specifics, (b) is mutually agreed upon and executed by the Parties, (c) incorporates these Terms and Conditions to form the Agreement, and (d) may be titled or include a "Statement of Work" or "SOW".

"*Professional Services*" means: training, customization, Implementation Services, data ingestion, consulting or other services Iron Mountain or its suppliers may perform for the benefit of Customer in connection with the Solution as detailed in the Order Confirmation and the Statement of Work.

"Services" means the Digital Conversion Services, Implementation Services, Hosted Services, Professional Services, Services Technology, Support Services or Software Support Services, as may be set forth in a Statement of Work.

"Services Technology" means the software, databases, platforms, Iron Mountain ML and other technologies used by or on behalf of Iron Mountain in performing the Services, whether operated directly by Iron Mountain or through the use of third-party services.

"Solution(s)" means those goods and or services (including without limitation Software and Services) provided or made available to Customer under the related Order Confirmation.

"Solution Term" means the initial term of Customer's authorized use of the Solution, as set forth in the applicable Order Confirmation, together with any renewal terms. The initial term begins on the earlier of: (i) the date Customer starts using or receiving the Services; or (ii) the Effective Date set out in the Order Confirmation.

"Software" means (i) the computer programming code and accompanying Documentation, including updates and APIs (if any), provided by Iron Mountain under the Agreement, and (ii) all modifications thereto and full or partial copies thereof, whether such modifications or copies are provided by Iron Mountain or made by Customer as permitted under the Agreement. The definition of Software includes without limitation the software modules listed in the Order Confirmation.

"Support Services" means the support services and related maintenance for the Solution purchased by Customer as described in an Order Confirmation and its relevant exhibit.

"Usage Data" means any diagnostic and usage-related information from the use, performance and operation of the Solution, including, but not limited to, type of browser, Hosted Service features, and systems that are used and/or accessed.

2. Scope.

Subject to Customer's compliance with these Terms and Conditions and payment of fees pursuant to the Order Confirmation ("Fees"), Iron Mountain will provide the Solution as detailed in the Order Confirmation and any relevant Documentation, and unless explicitly provided for to the contrary (i) herein the Solution Specific Terms or (ii) in the Order Confirmation for additional Fees (if any), Iron Mountain hereby grants Customer a non-exclusive, non-transferable right, during the Solution Term, solely for Customer's internal business purposes and in accordance with the limitations and restrictions contained herein, to: (a) access and use the Solution (including Output, if any) in accordance with these

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Terms and Conditions and materially in accordance with any provisioned Documentation; and (b) use the Documentation solely to support Customer's use of the Solution. Thereby for purposes of providing the Solution and such Services to the Customer, Customer grants Iron Mountain and its suppliers an irrevocable, non-exclusive, worldwide, royalty-free and fully paid-up license to access, use, reproduce, modify, display, process and store the Customer Data pursuant to the Agreement. Under these Terms and Conditions, the Parties acknowledge and agree that Iron Mountain is a data processor and service provider. Support Services relating to the operation or use of the Solution or Software may be provided, on a case-by-case basis, as mutually agreed to in an applicable Professional Services Order Confirmation which outlines professional services for such support activities.

3. Restrictions.

Except as expressly permitted by the Agreement or by law, Customer may not (and may not permit any other party to): (i) reproduce, modify, adapt or create derivative works of any part of the Solution; (ii) translate, reverse engineer, decode, decompile, disassemble , or otherwise attempt to derive the source code of any part of the Solution provided in object code; (iii) license, sublicense, rent, lease, loan, timeshare, sell, distribute, disclose, publish, assign, transfer, or provide access to the Solution, to any third party; (iv) use the Solution for the benefit of any third party; (v) incorporate the Solution into a product or service Customer provides to a third party; (vi) circumvent security mechanisms or other Solution mechanisms intended to limit Customer's use; (vii) remove, tamper, or obscure any proprietary, copyright or other notices on the Solution; (viii) use the Solution for competitive analysis or to build competitive products; (ix) perform benchmarking analysis or publicly disseminate the same; (x) use the Solution or any component thereof: (a) for the purpose of threatening, harassing, defamatory, libelous, obscene, pornographic, indecent or otherwise unlawful or tortious material, including material harmful to children or violating third party privacy or other rights, (b) to knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (c) for High Risk Activities, (d) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property rights or that violates or encourages the violation of any applicable law, or (xi) let, encourage or assist any third party, automated software, robotic process automation, scraper or other tool to do any of the foregoing (i)-(x). Customer shall promptly notify Iron Mountain of any known or suspected unauthorized activity and take all reasonable steps to terminate such unauthorized activity. Customer will reasonably cooperate with Iron Mountain in any proceeding prosecuted by Iron Mountain in protection of its interests under this section.

Customer may not grant access to the Software to any third party, other than a provider of services to Customer ("Contractor"), and solely for the purposes of capturing, storing, processing and accessing Customer Data in fulfillment of the Contractor's contractual obligations as a service provider to Customer and only if such Contractor and Customer have executed an agreement in a form at least as restrictive as this Agreement. Each Contractor shall be required to have a separate licensed user account allocated from Customer's set of licensed users and Customer ensures such use is subject to and in compliance with these Terms and Conditions. Customer is liable for any breach of these Terms and Conditions by any Contractor.

Customer will not provide Iron Mountain with any goods, software, services, and/or technical data (collectively, the "Deposits") that contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("ITAR"), or technical data within the meaning of the U.S. Export Administration Regulations ("EAR"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If during the term, Customer determines that it can no longer comply with this paragraph, Customer must immediately notify Iron Mountain in writing. Customer shall take no action that causes Iron Mountain to be non-compliant with applicable export control laws and regulations as it relates to such Deposits.

4. Third Party Software.

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The Solution licensed or made available under this Agreement may contain or be derived from materials of third party licensors. To the extent Solution includes open source software that requires disclosure to Customer per the open source software license, Iron Mountain will distribute such required disclosures to Customer; however, Iron Mountain will not include any open source software that purports to create obligations for Customer or attempts to grant others rights to Customer intellectual property without Customer's express, prior written permission. Nothing in these Terms and Conditions enlarges or curtails Customer's rights under, or otherwise grants Customer rights that supersede, the terms and conditions of any applicable open source license.

5. Privacy.

Each party agrees to comply with all applicable laws and regulations related to the security and privacy of personal data in Customer Data, to the extent that each such Party is directly regulated by any such laws. If any Solution requires or potentially requires (i) the processing of Customers' sensitive or personal data, including any use or disclosure of Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (ii) a data processing agreement between the Parties under any applicable privacy laws, or (iii) for other reasons the Parties elect to enter into a data processing agreement, the parties shall comply with the provisions and obligations of the then current Data Processing Agreement ("DPA"), including as applicable the Business Associate Agreement, as set out at https://www.ironmountain.com/utility/legal/global-customer-data-processing-agreement.

6. Ownership.

a) Intellectual Property Rights. Iron Mountain and its licensors shall exclusively own all worldwide Intellectual Property rights in and to the Solution, including but not limited to any Documentation, Usage Data, Iron Mountain ML, and all other materials provided by Iron Mountain hereunder, together with all know-how, enhancements, modifications, corrections, improvements, adaptations, new applications, and derivative works relating to, derived from or created in connection with the same. Customer acknowledges that under this Agreement no Intellectual Property rights in and/or to the Solution, source code and/or other materials provided or made available pursuant to this Agreement are conveyed by express or implied license other than as otherwise described hereunder. All rights not expressly granted to Customer hereunder are expressly reserved for Iron Mountain and its licensors. Customer may copy, modify, internally distribute, or otherwise use the Solution and other materials provided or made available pursuant to this Agreement only as expressly authorized in the Agreement for the Solution Term, and any unauthorized activity by Customer constitutes a breach of the Agreement and unlawful infringement of Iron Mountain's and its licensors' proprietary rights. Customer must cease access to, and (if applicable) surrender all copies of, the Solution or related materials upon termination. To the extent any rights in the Solution and any Intellectual Property rights thereto vest in Customer, Customer hereby unconditionally and irrevocably assigns the same to Iron Mountain.

b) Improvements and Updates. Iron Mountain may change or modify the Solution, including adding or removing features and functions, from time to time, provided that in no event will such modifications materially reduce the functionality provided to Customer during the Solution Term. Customer agrees that it is not entering into this Agreement or any Order Confirmation contingent on the provision of any future functionality relating in any way to the Solution, and no statement or other information made or provided orally, publicly or otherwise shall be binding, unless specifically and expressly set forth in the applicable Order Confirmation. All rights in and to the Customer Data not expressly granted to Iron Mountain in the Agreement are reserved by Customer.

c) Feedback. If Customer provides Iron Mountain any feedback or suggestions for enhancements, improvements, or other derivative features or functions modifying the Solution or Iron Mountain's other products or services, during the Solution Term (the "Feedback"), nothing in this Agreement shall restrict Iron Mountain's right to use, disclose, publish, keep secret or otherwise exploit Feedback without obligation to Customer, except to the limited extent that Feedback constitutes Customer Confidential Information or Intellectual

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Property. Notwithstanding the foregoing, Customer may not designate Feedback as its Confidential Information or Intellectual Property to the extent it explicitly relates to Iron Mountain's Solution.

7. Warranties and Disclaimers.

a) Customer Warranty. Customer represents and warrants that, to the extent Customer or Customer's third party provides Iron Mountain with (or access to) Customer Data for the purposes herein: (a) it is the owner or legal custodian of the Customer Data; (b) it has given all necessary notices and obtained all necessary consents, authorizations and/or legal permissions required to direct the disposition of, and direct and enable Iron Mountain and its suppliers to access, use and process the Customer Data as set forth in this Agreement.

b) Limited Warranty. Iron Mountain warrants to Customer that the Solution will materially conform to the Documentation. In the event of Iron Mountain's breach of the foregoing warranties, Customer's exclusive remedy and Iron Mountain's sole liability will be for Iron Mountain to use commercially reasonable efforts to repair or replace such nonconforming parts of the Solution.

c) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN ANY "LIMITED WARRANTY" SECTION HEREUNDER, ANY AND ALL SOLUTIONS PROVIDED BY IRON MOUNTAIN AND ANY RELATED SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS," AND IRON MOUNTAIN AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING HIGH RISK ACTIVITIES), FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. IRON MOUNTAIN WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, ACCESS ISSUES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF IRON MOUNTAIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER IRON MOUNTAIN NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SOLUTION OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY SOLUTION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE SOLUTION WILL BE IN COMPLIANCE ANY THIRD PARTY TERMS OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, TO THE EXTENT SUCH MATERIAL IS NOT PROVISIONED BY IRON MOUNTAIN; (C) THE SOLUTION (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SOFTWARE) OR SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS); (D) NONMATERIAL ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) THE SOLUTION IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. Customer acknowledges that the accuracy of any predictive models utilized in providing the Solution is dependent on both the volume and quality of the data used to build the models. Iron Mountain gives no warranty as to the accuracy, correctness, or completeness in live operation of any such predictive model used by the Solution or predictions made by the Solution. Further neither Iron Mountain nor its licensors are responsible for providing, or obligated to provide, warranties or Support Services under this Agreement to the extent:
(1) in connection with any errors, defects or problems that result in whole or in part from: (i) any alteration, revision, change, enhancement or modification of any nature of the Solution or any component thereof by anyone other than Iron Mountain, unless expressly permitted by Iron Mountain in writing ; (ii) Customer failure to implement relevant corrections provided by Iron Mountain; (iii) errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software (including Application Programming Interfaces), hardware or system or networking which is not a part of the Solution, and not provisioned by Iron Mountain or its licensors; or (2) the Solution has been subjected to abuse, misuse, improper handling, accident or neglect caused by Customer or other third party not attributable to Iron Mountain;

8. Infringement Indemnity.

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a) Intellectual Property Indemnity. During either: (i) the Warranty Period in relation to Software; and/or the (ii) Solution Term in relation to the Services, Iron Mountain will defend at its expense, pay any settlement Iron Mountain makes or approves, or any damages finally awarded in on any third party claim alleging that the Solutions misappropriates or infringes any third party intellectual property. In the event that the Solution is held infringing in any such suit or its use is enjoined, or if in the opinion of Iron Mountain the Solution is likely to become the subject of such a claim, Iron Mountain at its own election and expense will either
(i) procure for Customer the right to continue using the Solution, or (ii) modify or replace the Solution so that it becomes non-infringing while making commercially reasonable efforts to provide substantially equivalent performance, or (iii) terminate this Agreement solely for the Solution which is the subject of such claim, and where appropriate refund the pro rata portion of any charges prepaid by Customer for the Solution which is the subject of the claim.

b) Indemnity Restrictions. The indemnification obligation shall not apply to such infringement actions or claims in subsection (a) above to the extent based on or resulting from: (i) modifications made to the Solution not made or authorized by Iron Mountain; (ii) the combination of the Solution with items not supplied by Iron Mountain; (iii) Customer's failure to use the most recent version of the Solution; and (iv) Customer's use of the Solution in any manner inconsistent with or not authorized explicitly by Iron Mountain. This section states the Customer's exclusive remedy and Iron Mountain's entire liability for any claim of infringement.

c) Customer Indemnity. Customer will defend at its expense any suit brought against Iron Mountain by a third party, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to: (i) Customer Data and the Customer Warranty; or (ii) Customer's use of the Solution in violation of the terms of this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Customer Data, or (ii) any warranty or representation by Customer under this Agreement being untrue or incorrect.

d) Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party shall promptly notify the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party at the indemnifying Party's expense to facilitate the settlement or defense of any claim or suit.

9. Limitation of Liability.

a) Types of Damages. To the maximum extent legally permitted under applicable law, neither Party nor Iron Mountain's suppliers shall be liable for any special, indirect, exemplary, punitive, incidental, consequential or similar losses or damages of any nature including, but not limited to, damages or costs due to loss of profits, revenue, goodwill, production or use, business interruption, procurement of substitute goods or services, or the loss or cost of recreating any data, arising out of or in connection with these Terms and Conditions, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if a Party was advised of, knew of or should have known of the possibility of such loss or damages.

b) Amount of Damages. To the maximum extent legally permitted under applicable law, the maximum aggregate liability of Iron Mountain and its suppliers arising out of or in any way connected to these Terms and Conditions shall not exceed the Fees paid by Customer to Iron Mountain under these Terms and Conditions during the twelve (12) months preceding the act, omission or occurrence giving rise to such liability. CUSTOMER ACKNOWLEDGES THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK GIVEN RAPIDLY EVOLVING TECHNOLOGIES AND UNDERSTANDS THAT IRON MOUNTAIN SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

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c) Exceptions to Limitations. Nothing in these Terms and Conditions shall limit or exclude either Party's liability for: (a) gross negligence or intentional misconduct; (b) death or bodily injury resulting from its negligence or the negligence of its employees or agents; (c) fraud or fraudulent misrepresentation; (d) misappropriation or infringement of the other Party's Intellectual Property; (e) Customer's payment obligations; or (f) matters for which liability cannot be excluded or limited under applicable law.

10. Conflict of Terms. In the event of a conflict or inconsistency between these Terms and Conditions and the rest of the Agreement, including any Order Confirmation, these Terms and Conditions shall govern and control. To the extent there is any conflict between these Terms and Conditions and the below Addendum for Solution Specific Terms (the "Solution Specific Terms"), the Solution Specific Terms shall prevail. Notwithstanding anything to the contrary, the Parties agree that in the event of a conflict between these Terms and Conditions and any other terms agreed between the Parties relating to other services offered by Iron Mountain, including in relation to management of physical data or materials, these Terms and Conditions shall prevail solely and only in relation to the Solution provided hereunder.

11. Payment/Taxes, Confidentiality, Termination and Miscellaneous.

a) Payment Terms. Fees for the scoped Solution are as per the Order Confirmation, are fixed for the first twelve (12) months, and may be changed thereafter by Iron Mountain at any time with thirty (30) calendar days' written notice. Payment terms are net, thirty (30) days from invoice date. Customer will be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance. Invoices will be sent electronically in Iron Mountain's standard format via Iron Mountain's standard delivery system to Customer. Customer must provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice. Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be electronic payment. At any time during the term of this Agreement, Iron Mountain may require Customer to enroll in autopay. Autopay will be required for customers who are consistently late payers or customers who meet our revenue thresholds. Any change to Iron Mountain's standard electronic payment method must be approved by Iron Mountain. All payments must include a remittance document identifying the Iron Mountain invoices to which the payment relates. Customer shall not be entitled to any refund, except as explicitly provided for hereunder.

b) Taxes. The Fees are exclusive of direct, indirect, local, sales tax, goods and/or services tax, and value-added tax (VAT), and any other fee imposed by any government or other authority, as may be applicable to the Solution from time to time. Any VAT, sales and/or services tax, or other tax imposed in accordance with the respective tax law, or other applicable law or regulation will be charged to Customer at the prevailing rate, and will be paid by Customer in addition to the Fees. Iron Mountain will issue a valid tax invoice and/or other relevant documents to Customer according to local tax regulations. All payments by Customer for the Services will be made free and clear of, and without reduction for, any withholding taxes. In the event withholding tax is deductible by law, then Customer will notify Iron Mountain prior to deducting withholding taxes and will provide Iron Mountain, within thirty (30) days, with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Iron Mountain to establish that such taxes have been paid. Customer shall indemnify and defend Iron Mountain in connection with any proceedings brought by any taxing authorities in connection with Customer's breach of this subsection (c).

c) Changes. For any Solution provided hereunder pursuant to an Order Confirmation, any changes to the resource requirements, engagement scope, schedule, subscription level or otherwise that materially change the Fees must be mutually agreed in writing and signed by the Parties ("Change Control Process").

d) Confidential Information. "Confidential Information" means (i) the Solution, including without limitation, the Services, Usage Data, Software and Software Source Code; (ii) Documentation; (iii) improvements, modifications, enhancements and derivative works of the Solution; (iv) these Terms and Conditions and the Order Confirmation; and (v) all other information which are: (a) disclosed in written or tangible form, including

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without limitation documents, samples and models, which are marked or stamped as "Confidential Information" or the like at the time of disclosure; or (b) disclosed in oral, visual or non-tangible form, and are clearly identified as confidential at the time of disclosure or due to the nature of the information a reasonable person would clearly understand it to be confidential information. Each party shall keep Confidential Information confidential and not disclose or otherwise make available to any third party, except as expressly authorized in these Terms and Conditions. Each Party shall exercise the same level of diligence in preserving the secrecy of the Confidential Information as the diligence used in preserving the secrecy of such Party's own comparable confidential information, but in no event less than reasonable diligence. Notwithstanding anything in this Agreement to the contrary, the obligations of confidentiality shall extend five (5) years after the termination of this Agreement, other than in relation to trade secrets for which such obligations shall remain in perpetuity.

e) Confidentiality Exceptions. Notwithstanding the foregoing, the obligations of confidentiality shall not apply to any information which was publicly available, provisioned by a third party, rightfully in the receiving party's possession, or independently developed by or for the receiving party without use of the Confidential Information. If receiving party is requested or required by any legal or investigative process to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt notice of each such request and the information requested, to the extent legally permissible, so that the disclosing party may seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, the receiving party shall disclose only such information as its counsel advises it is legally required to disclose.

f) Term and Termination. The Solution Term shall commence pursuant to the relevant Order Confirmation and, unless earlier terminated in accordance with the Agreement, shall remain in effect for the period stated therein. Either party may terminate this Agreement immediately upon written notice: (a) for the material breach of the other party, unless such breach is cured within thirty (30) days from the delivery date of written notice thereof to the breaching party; (b) the relationship and/or the transactions contemplated in an Order Confirmation would violate any applicable law; (c) upon the occurrence of the bankruptcy or insolvency of the other Party, if such bankruptcy or insolvency is not discharged within sixty (60) days of any filing thereof. If any Solution(s) provided as part of a relevant Order Confirmation are terminated or its respective term expires, these Terms and Conditions shall remain valid and in full force and effect only as it pertains to the ongoing delivery by Iron Mountain of all other non-terminated or non-expired Solutions or portions thereof. Additionally, following termination all payment obligations (including any minimum commitment) relating to the remainder of any term shall be effective as set forth above.

g) Effect of Termination. Upon termination or expiration for any reason, Customer's license or right to access the Solution pursuant to these Terms and Conditions terminates and Customer shall: (i) cease using the Solution, Confidential Information or other materials of Iron Mountain in its possession, and immediately destroy, delete or return to Iron Mountain all such material and promptly notify Iron Mountain of the same; (ii) all Fees owed by Customer to Iron Mountain will be immediately due upon receipt of the final invoice; (iii) unless explicitly stated otherwise in the Order Confirmation or Solution Specific Terms below, Iron Mountain shall delete all Customer Data in its possession or control no later than thirty (30) days from the termination or expiration date of the Agreement. The Parties agree that those provisions hereunder that by their nature are intended to survive the termination of this Agreement shall survive any such termination regardless of cause.

h) Publicity. Upon reasonable advance notice and approval, which shall not be unreasonably withheld, (i) Iron Mountain and Customer may issue joint external communications regarding the Solution, and (ii) Customer may act as a reference in response to reasonable requests for press and Iron Mountain prospects' queries. Customer agrees to allow Iron Mountain to refer to Customer as a customer of the Solution utilizing its name, trademarks, service marks, and logos (subject to any brand use guidelines Customer provides to Iron Mountain) in marketing communications and materials relating to the Solution.

i) Governing Law and Forum. This Agreement shall be governed by the laws of the province in which Customer's office identified in the relevant Order Confirmation is located except for conflicts of laws principles. The United Nations

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Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions. The Parties expressly waive any right to a jury trial regarding disputes related to these Terms and Conditions.

j) Injunctive Relief. Except as otherwise hereunder, the Parties' rights and remedies under these Terms and Conditions are cumulative. Customer acknowledges that the Solution contains valuable trade secrets and proprietary information of Iron Mountain and its suppliers, that any actual or threatened breach by Customer of its obligations with respect to Confidential Information or Intellectual Property of Iron Mountain or its suppliers will constitute immediate, irreparable harm to Iron Mountain and its suppliers for which monetary damages would be an inadequate remedy. Notwithstanding anything to the contrary herein, Customer shall not transfer or disclose any portion of the Solution to any person or entity if Customer has reason to believe that such person or entity may attempt to learn, use or disclose the trade secrets embodied in the Solution. In any such case, Iron Mountain and its suppliers will be entitled to immediate injunctive relief without the requirement of posting bond. If any legal action is brought to enforce these Terms and Conditions, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

k) Dispute Resolution. The following procedure will be adhered to by the Parties to resolve any dispute concerning material obligations under these Terms and Conditions. The aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the nature of the dispute, all in accordance with the terms set forth in subsection ("Notices") below. The Parties shall meet (in person or by telephone) within fourteen (14) days after the date of the written notification to attempt to resolve the dispute. If those persons are unable to agree on a resolution, then senior management personnel of each of Iron Mountain and Customer having authority to resolve the dispute without the further consent of any other person ("Management") shall meet or otherwise act promptly to facilitate an agreement. If Management cannot resolve the dispute within thirty (30) days after their initial meeting or other action (or in case either Party fails to participate in the dispute resolution), either Party may take such other and further action as it deems necessary. Iron Mountain and Customer agree that neither of them shall take any legal action unless and until this dispute procedure is followed.

l) Notices. Parties must deliver all notices or other communications required or permitted under these Terms and Conditions in writing to the other party pursuant to the Agreement. Notices to Iron Mountain shall be sent to the attention of its General Counsel.

m) No Agency. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the Parties.

n) Force Majeure. Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.

o) Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

p) Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

q) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

r) Assignment. This license shall automatically and immediately terminate in the event that this license or any interests hereunder are assigned or in any manner transferred to any third party, whether voluntarily or by operation of law, without Iron Mountain's prior written consent. Iron Mountain may assign this Agreement, and its rights and obligations hereunder, in its sole discretion, and may subcontract its obligations under this Agreement, in whole or in part, to an affiliate.

s) Counterparts. This Agreement may be

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supplemented by a writing that refers explicitly to this Agreement and that is signed by duly authorized representatives of Customer and Iron Mountain.

executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

t) Language. This Agreement, and all communications and notices made or given pursuant to this Agreement, as well as Documentation and Support Services unless noticed otherwise are provisioned in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding on the parties to this Agreement.

u) U.S. Government End Users. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software, and Documentation with only those rights set forth in the Terms and Conditions. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

v) Export Control. Customer shall abide by the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions, including but not limited to prohibitions with respect to the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that it is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and/or Crimea) that is the subject or target of economic sanctions of the United States, European Union or other applicable jurisdiction.

w) Entire Agreement; Modification. This Agreement constitutes the entire agreement between Customer and Iron Mountain and supersedes in their entirety any and all oral or written agreements previously existing between Customer and Iron Mountain with respect to the subject matter hereof. The terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement shall be of no force or effect. This Agreement may only be amended or

12. Trial Specific Terms and Conditions.

a) Scope and Trial Term. To the extent an applicable Order Confirmation details Customer's "trial", "proof of concept", "pilot" or similar demonstration of feasibility of a Solution (the "Trial"), and the parties did not agree to separate trial terms and conditions applicable to the Solution provided hereunder, these Trial SpecificTerms and Conditions (in addition to the Terms and Conditions of the Agreement) shall govern such Trial during the period of time designated for the Trial in the Order Confirmation, (the "Trial Period"). To the extent these Trial Period Terms and Conditions conflict with the rest of the Terms and Conditions in this Agreement, these Trial Period Terms and Conditions shall prevail only during such Trial Period, afterwhich the Terms and Conditions shall apply for any continued use of the Solution or any part thereof. Notwithstanding anything to the contrary in the Agreement, Order Confirmation or any other written agreement between the Parties, the Trial Period shall not extend beyond one (1) year from the Effective Date of the applicable Order Confirmation.

b) Waiver of Liability/No Warranty. The Solution is provided "as-is" during the Trial Period with no warranty whatsoever, whether express or implied, including without limitation any implied warranties of title, merchantability, non-infringement or fitness for a particular purpose. In no event shall Iron Mountain incur any liability for loss or damage that Customer or any third party suffers or claims to have suffered arising out of or in connection with the Trial during the Trial Period.

a) Use of Services. Notwithstanding anything to the contrary under these Terms and Conditions, Iron Mountain grants to Customer a personal, limited, non-transferable, non-exclusive right solely to access and use the Solution for the purpose of testing and evaluating Solution during the Trial Period. Customer shall make the Solution available only to its personnel who are involved in this Trial exercise.

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Addendum for Solution Specific Terms

In addition to the above Terms and Conditions the following service specific terms (as set out by Roman Numerals) will apply, only to the extent such specific Services or Software are included in the Solution as designated or described in the Order Confirmation.

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I. Professional Services Specific Terms and Conditions.

Iron Mountain will provide Professional Services only as mutually agreed to by the Parties in a separate Order Confirmation. Each such Order Confirmation forms part of the Agreement and will be governed by these Terms and Conditions. Unless otherwise explicitly agreed to by the Parties in the Order Confirmation, Iron Mountain shall have the right to remove, reassign, or take any other employment related action in regard to any of its personnel furnished to provide Professional Services. In the event of such removal or reassignment, Iron Mountain will furnish a replacement of similar skills and capability. Iron Mountain reserves the right to hire temporary workers or subcontractors to perform the service, provided those workers possess the skills required to perform the Professional Services. Any materials provided or delivered by Iron Mountain (whether the proceeds of such services or otherwise) shall not be deemed work made for hire and Iron Mountain shall retain full ownership and all Intellectual Property and any other rights in and to the same.

II. Iron Mountain ML.

If Iron Mountain ML is expressly contemplated and required in an SOW, and the Solution requires building, training or maintaining Iron Mountain ML, Iron Mountain may access, use, reproduce, copy, modify, internally display, process, store, or otherwise create derivative works of Customer Data or Outputs (defined below) to build, train, maintain, support and provide such services, provided that Iron Mountain will remove all Customer Data utilized in Iron Mountain ML or otherwise in Iron Mountain's possession, after expiration or termination of the Agreement, and will not share or otherwise exploit such Customer Data with other customers.

As between the Parties and to the extent protectable under intellectual property law, Customer owns output from the Iron Mountain ML to the extent it contains Customer Data ("Customer Output"), and for all other output, Iron Mountain owns such output as part of the Solution ("Solution Output")(collectively "Outputs") and provides Customer the same use and access rights to Solution Output as the Solution, which is (i) subject to Iron Mountain's underlying exclusive ownership of Iron Mountain ML (which excludes Customer Data); and (ii) subject to the license, restrictions and other terms set forth in the Terms and Conditions. Customer acknowledges that due to the nature of Iron Mountain ML Services and artificial intelligence generally as a rapidly evolving field, Outputs may not be unique and other users may receive similar content from such Services, and the accuracy of any Outputs for Customer is dependent on both the volume and quality of Customer Data used to train Iron Mountain ML such that Iron Mountain ML may sometimes provide inaccurate, incorrect or otherwise undesirable Outputs. Customer is solely responsible for all its provisioned Customer Data, use of Outputs, and evaluating the Outputs for accuracy and appropriateness for Customer's use case, including by utilizing human review as appropriate and using discretion before relying on, publishing, or otherwise using Outputs, particularly for medical, legal, financial, or other professional needs (any Outputs regarding those topics are provided for informational purposes only and are not suitable as a single source of information or as a replacement for advice from a qualified professional).

IRON MOUNTAIN DOES NOT MAKE ANY WARRANTY REGARDING THE OUTPUTS GENERATED FROM USE OF IRON MOUNTAIN ML, INCLUDING WITH RESPECT TO THE ACCURACY, COMPLETENESS, CORRECTNESS, SUITABILITY OR FITNESS FOR PARTICULAR PURPOSE OF ANY OUTPUTS, AND SHALL HAVE NO LIABILITY WITH RESPECT TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF THE SAME. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF ANY OUTPUTS IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER SHOULD NOT RELY ON IRON MOUNTAIN ML AS A SINGLE SOURCE OF FACTUAL INFORMATION. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM OR THROUGH IRON MOUNTAIN SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

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III. Hosted Services Specific Terms and Conditions.

a) Access Protocols. Iron Mountain will provide the Hosted Services to Customer for relevant Fees, and will work with the Customer to provide access through the Access Protocol implementation process, including providing Customer with any reasonably required training on user account setup and access control implementation with the applicable ID Provider System. Customer is solely responsible for obtaining and maintaining its equipment, computers, networks, and communications, including Internet access, required to access and utilize the Hosted Services and for all expenses related thereto. Customer agrees to maintain and update an industry standard anti-virus program within its computer systems used in connection with Hosted Services.

b) Authorized Users. Customer may designate its Authorized Users and grant their access rights to the Hosted Services. User IDs cannot be shared or used by more than one Authorized User at a time. Depending on the agreed login and authorization implementation, Iron Mountain may assist the Customer with establishing User IDs for Customer's Authorized User who has been designated as a "User Manager" and provide such User Manager with rights to create, control and manage its portfolio of Authorized Users, including, but not limited to, the number of Authorized Users and all User IDs, in accordance with the Access Protocols. Customer shall not disclose or make available User IDs or other Access Protocols other than to Customer's Authorized Users and shall prevent unauthorized access to, or use of, the Hosted Services, and will notify Iron Mountain promptly of any actual or suspected unauthorized use. Customer is solely responsible for management of its User IDs, access rights and the acts and omissions of its Authorized Users. Customers shall immediately terminate an Authorized User's access to Hosted Services if such individual is no longer employed or engaged by Customer, engages in inappropriate activity, or is otherwise no longer authorized to have access. Customer is responsible for ensuring all Authorized Users comply with Customer's obligations under these Terms and Conditions. Iron Mountain reserves the right to: (a) track and review user profiles, access and activity at any time; and (b) terminate any User ID that it reasonably determines may have been used in a way that materially breaches these Terms and Conditions, including the AUP.

c) Responsibility for Data and Security. Iron Mountain shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect Customer Data against loss, damage or disclosure with such safeguards applied to Customer Data residing in the Hosted Service and shall include encryption of the Data at rest, transmitted through, or processed within Iron Mountain's systems and data center using industry standards. Iron Mountain shall maintain service accounts and encryption keys on behalf of the Customer necessary to perform the Services. If Iron Mountain becomes aware of an event that compromises the security, confidentiality or integrity of Customer's Data, Iron Mountain will promptly report the incident to Customer in writing and take appropriate actions to contain, investigate and mitigate the effects of the incident. Iron Mountain and its suppliers reserve the right to review the Customer Data for compliance with the AUP. In no event will Iron Mountain be liable for any loss of Customer Data, or other claims arising out of or in connection with the unauthorized acquisition or use of Access Protocols not caused by Iron Mountain. Customer and its Authorized Users having access to Customer Data on Hosted Services shall be responsible for any and all of its own: (a) changes to and/or deletions of or failure to store Customer Data, maintenance of security and confidentiality of all its User IDs and other Access Protocols required in order to use and access the Hosted Services; (b) activities that occur in connection with such use and access. Iron Mountain and its suppliers are not responsible or liable for Customer; (i) determining whether the security of the environment provided by Iron Mountain is commensurate with Customer's needs, (ii) long term backup copies of Customer Data (desired by Customer beyond the Hosted Services' resiliency and redundancy processes, which shall meet industry standards for storage and short term backup of Customer Data during the provision of Hosted Services); (iii) failure to maintain relevant service accounts and encryption keys, including lack of cooperation or

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failure to assist Iron Mountain in the provision of access to Customer Data; and (iv) provision of Customer Data for the purposes herein, including responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data provided, and for ensuring that it complies with any relevant AUP. Customer will immediately notify Iron Mountain of any issues of which it becomes aware that could negatively impact Iron Mountain's ability to process the Customer Data.

d) Termination for Changes to Supplier Relationship. Either Party may terminate the relevant Order Confirmation upon written notice to the other Party if an agreement between Iron Mountain and a supplier material to the provision of Hosted Services ("Supplier Agreement") expires or terminates or such supplier discontinues any material portion or feature of the services supplier provides pursuant to a Supplier Agreement, resulting in Iron Mountain's inability to provide the applicable Hosted Services to Customer in whole or in part.

e) Suspension of Hosted Services by Iron Mountain. Iron Mountain may suspend or limit Customer's or any Authorized User's use of the Hosted Services provided subject to these Terms and Conditions (including, without limitation, its transmission or retrieval of Customer Data) immediately upon written notice to Customer, without liability, for any one of the following reasons: (a) Customer fails to pay any undisputed Fees, and such failure continues for a period of thirty (30) days; (b) the Hosted Services are being used by Customer or any of its Authorized Users (i) in violation of any applicable federal, state or local law, ordinance or regulation; (ii) t in an unauthorized manner, in violation of the AUP, or otherwise adversely affects Iron Mountain's provision of services to other customers or poses a security risk to Iron Mountain's systems; or (e) a court or other governmental authority having jurisdiction issues an order prohibiting Iron Mountain from furnishing the Hosted Services to Customer. During any such suspension, Customer shall remain responsible and liable for all Fees due for the suspended Hosted Services. If any of the foregoing grounds for suspension continues for more than fifteen (15) days, Iron Mountain shall have the right to terminate the Agreement for cause and without an opportunity to cure by Customer.

f) Data Transmittal. To the extent Customer transmits any electronic Customer Data to or from Iron Mountain and/or the Hosted Services, Customer shall transmit any such Customer Data in accordance with the acceptable methods and requirements for data transmittal set forth in an Order Confirmation or Documentation. All such Customer Data transmitted to or from Iron Mountain must use secure and encrypted protocols. Customer assumes full responsibility to safeguard against unauthorized access and to encrypt its electronic Customer Data prior to and during the transmission and transfer of its electronic Customer Data to and from Iron Mountain. To the extent Customer requires Customer Data transmittal to or from third party Software and the Hosted Services via an API or similar connector (a "Connector"), Customer can select (i) from Iron Mountain and its licensor's existing Connectors for additional fees (including additional fees for Implementation Services), if any and as may be detailed in a new or existing Order Confirmation, or (ii) a reconfigured or new Connector developed by Iron Mountain Professional Services, pursuant to the Professional Services Specific Terms and Conditions. For (i) and (ii) the Connector shall be part of the Solution and the Terms and Conditions shall apply; however if Customer elects (ii), the Customer additionally represents and warrants that Iron Mountain's access to the relevant third party Software via the Connector is not a violation of Customer's relevant third party Software license or otherwise an infringement of the third party Software owner's Intellectual Property rights, and acknowledges that Iron Mountain has no obligations, warranties or indemnification, to the extent Customer is in breach of its representation and warranty in this section.

IV. Client Hosted (On Premises) Software Specific Terms and Conditions.

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a) Software License Grant. Subject to Customer's compliance with these Terms and Conditions and payment of any applicable Fees, Iron Mountain hereby grants to Customer a restricted, non-transferable, non-sublicensable, revocable (for material breach of this license or license misuse) non-exclusive, internal-use license to install and use the Software solely for Customer's internal business purposes for the number of concurrent users licenses purchased in Customer's subscription, and for the duration specified in the SOW. The Software is licensed to Customer for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise, unless explicitly provided for in the Order Confirmation for additional Fees, if any.

b) System Requirements. To the extent not inherent in the Software, and Customer requests optical character recognition (OCR) functionality in the relevant Order Confirmation or Statement of Work, Iron Mountain shall obtain an OCR runtime license on behalf of Customer, and such functionality shall be subject to the OCR runtime end user license at https://pdf.abbyy.com/media/2247/abbyy_finereader_pdf_15_eula_en.pdf or as otherwise agreed to by the Parties in writing. Unless expressly agreed between the Parties in the Order Confirmation, (i) dependent hardware and any such dependent software licensing needs, such as operating system and Relational Database Management System (RDBMS) software licenses, are not included in the Solution or otherwise provided to the Customer, and (ii) Iron Mountain does not provide Support Services including ongoing integration support for products that are not a native part of the Software.

c) Delivery. Upon Customer's payment of Fees for the Software, Iron Mountain will deliver the Software along with the corresponding Documentation and license keys. Iron Mountain may deliver these materials to Customer through any industry standard mechanism, except where prohibited by law. Unless explicitly agreed to otherwise in a relevant Order Confirmation, Customer is responsible for installation of the Software and acknowledges that Iron Mountain has no further delivery obligation with respect to the Software after such delivery.

d) Copies and Disclosures. Unless otherwise specified in the Order Confirmation, for each Software license that Customer purchases, Customer may install one (1) production instance of the Software on systems it owns or operates. Customer may copy Software for use as backup copies, at its own expense and solely for the purposes of backup and/or disaster recovery, provided that Customer shall: (i) include in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Software;
(ii) make only that number of backup copies relating to the number of production instances purchased; (iii) establish a procedure for accounting for each copy at all times; and (iv) destroy or return to Iron Mountain each such copy when its production instance is no longer authorized.

e) Content and Back-up. Subject to these Terms and Conditions with respect to Iron Mountain's access and control of Customer Data, Customer is solely responsible for Customer Data utilized in the installed Software on Customer controlled environments. Customer must back up Customer Data before it receives any remedial, upgrade or other services from Iron Mountain for the Software pursuant to the Agreement. If applicable law prohibits exclusion of liability for lost data, then Iron Mountain will only be liable for commercially reasonable costs and effort to recover the lost data in coordination with Customer and only to the extent such loss is caused by Iron Mountain.

f) License Certifications and Audits. During the Solution Term and for a period of twelve (12) months after its expiry or termination, Customer will take reasonable steps to maintain complete and accurate records of its use of the Software sufficient to verify compliance with the Agreement ("Verification Records"). At Iron Mountain's reasonable request, Customer agrees to provide a signed certification of use of Software in

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accordance with these Terms and Conditions. In addition, upon reasonable advance notice, and no more than once per twelve (12) month period, Customer will, within thirty (30) days from Iron Mountain's notice, allow Iron Mountain and its auditors access to the Verification Records, the software and any applicable equipment during Customer's normal business hours. If the verification process discloses underpayment of Fees: (a) Customer will pay such Fees; and (b) Customer will also pay the reasonable cost of the audit if the Fees owed to Iron Mountain as a result exceed the amounts Customer paid to Iron Mountain in the previous twelve (12) months by more than five percent (5%).

g) Overages. To the extent permitted by law, orders for the Software are non-cancellable. If Customer uses the Software beyond its entitlement stated in the Order Confirmation ("Overage"), Iron Mountain may invoice Customer, and Customer agrees to pay, for such Overage in addition to the Fees.

h) Limited Warranty. Unless extended in the Order Confirmation, and subject to the Warranty Disclaimer in the Terms and Conditions, for a period of ninety (90) days from the date the Software is delivered to the Customer (the "Warranty Period"), Iron Mountain warrants that each Software product will perform substantially in the manner specified in the relevant Documentation, provided: (i) the Software is used as specified in the product Documentation provided; (ii) Customer is in compliance with these Terms and Conditions; (iii) Customer reasonably describes in writing any and all material claims and nonconformities and Iron Mountain is able to reproduce any claimed material nonconformity in the Software. Except to the extent explicitly agreed to otherwise in these Terms and Conditions or a separate Order Confirmation for Professional Services, warranty coverage does not include the cost of restoring any destroyed or defective data, media used to transmit corrections, copies of documentation incorporating corrections, installation of corrections, or software conversion work made necessary by corrections.

V. Hyland Hosted Solution (provided by Iron Mountain) Specific Terms and Conditions.

To the extent purchased in an Order Confirmation, the Hyland Hosted Solution shall be governed by the Hyland Hosted Solution Specific Terms and Conditions available at: tironmountain.com/customer-contracts-digitalsolutions.

VI. Solution Specific Terms and Conditions.

To the extent the Solution includes any of the following:

- Iron Mountain® Analytics Dashboard Subscription;
- Iron Mountain® Cloud Seeding and Migration;
- Iron Mountain® Global Research Subscription;
- Iron Mountain® Information Maps;
- Iron Mountain® Policy Center Standard Edition; or
- Iron Mountain® Policy Center Subscription;

then in addition to the Terms and Conditions set forth above, including the Hosted Services Terms and Conditions when applicable pursuant to the Order Confirmation, Iron Mountain shall provide such Solution pursuant to the

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applicable Iron Mountain Standard Service Terms and Conditions ("SSTC(s)" (except for any payment terms, which in the event of a conflict, the Terms and Conditions shall prevail) available at https://www.ironmountain.com/utility/legal/online-contracts). Any reference in such relevant SSTC(s) to the "Iron Mountain Framework Agreement for Managed Services", "FAMS", or the "Iron Cloud Service Agreement" is replaced by these Terms and Conditions.

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Appendix H: Information Governance and Digital Solutions (Policy & Retention Management, Digital Transformation)

1. Limitation of Liability. Iron Mountain's maximum aggregate liability arising out of or in connection with an order for Information Governance and Digital Solutions services ("Consulting Services"), regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity, warranty or any other legal theory is limited to the amount paid by Customer pursuant to the applicable SOW, Purchase Order or Task Order. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with an order for Consulting Services, including any loss of profits, interruption of business, loss of data, or cost of recreating any data, however caused, under any theory of liability, regardless of whether any remedy set forth herein fails of its essential purpose, and even if a Party knew of or should have known of the possibility of such loss or damage. This Limitation of Liability is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this provision unenforceable or invalid, the remainder of this provision will remain in full force and effect. This provision survives the expiration or termination of an order for Consulting Services.

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Appendix I: Operations & Program Management Support

1. Statements of Work. Iron Mountain shall perform the services (the "Services") detailed in a written Statement of Work ("SOW"). Each SOW will for the Services; (a) be signed by both Parties; (b) detail the Services and Deliverables (as defined herein) to be provided by Iron Mountain; and (c) specify the applicable hourly rate, if the SOW is on a "Time and Materials" basis, or the fixed price for the Services and Deliverables.
2. Deliverables. All Deliverables shall be the property of Customer, subject to Iron Mountain's right to retain copies thereof for quality assurance and records purposes. Notwithstanding the foregoing, Customer shall not acquire any ownership interest in any techniques or methods, which Iron Mountain employs in performing work on the project. Iron Mountain shall be free to use concepts, techniques and know-how developed, used or enhanced in the course of the project in performing services for other clients, with written permission from the Customer.
3. Limitation of Liability. Iron Mountain's maximum aggregate liability arising out of or in connection with the Services regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity, warranty or any other legal theory is limited to the amount paid by Customer pursuant to the applicable SOW. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with the Services including any loss of profits, interruption of business, loss of data, or cost of recreating any data, however caused, under any theory of liability, regardless of whether any remedy set forth herein fails of its essential purpose, and even if a Party knew of or should have known of the possibility of such loss or damage. This section is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this section unenforceable or invalid, the remainder of the section will remain in full force and effect. This section survives the expiration or termination of the contract for Services.

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Appendix J: Media Archival Services (Library Services and Crozier)

Limitation of Liability and Value of Property.

As used herein, the term "Property," shall mean the items in whole or in part, in packed or unpacked state, including but not limited to fine and decorative arts, antiques, books, scrolls, artifacts, furniture and household goods, that are tendered to IM or otherwise entrusted to IM for any reason in connection with the performance of storage and/or services pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, it is agreed that IM's liability for loss or damage to Property shall be limited to $0.60 per pound as determined by the actual weight of the unwrapped Property; provided, however, that such limitation may be increased upon written request by Customer by declaring a value for each individual item of Property to IM that is accepted by IM in writing, which will result in a higher rate being charged for storage services performed under this Agreement. If Customer does not declare a value for any or all of the Property that is accepted by IM in writing, it shall constitute Customer's agreement to limit IM's liability to $0.60 per pound for any loss or damage to Property. To the extent permitted by law, Customer hereby waives all rights of subrogation against IM, its officers, members, agents and employees, occurring and or arising out of any loss or damage to the Property, to the extent such loss or damage is covered by insurance. Except with respect to claims for loss or damage to Property, the liability for which is set forth above, IM's cumulative, maximum liability arising out of or in connection with this Agreement, regardless of the cause of action and whether arising in Agreement, tort, indemnity, warranty or any other legal theory shall in no event exceed the total fees paid by Customer under this Agreement in the immediately preceding twelve (12) months. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, Agreement or under any other theory. This paragraph is not intended to, and shall not be construed as, excluding or limiting any liability contrary to applicable law or public policy, including by way of example liability for death or bodily injury, with the foregoing limitations. If applicable law or public policy renders any portion of this section unenforceable or invalid, the remainder of this Section shall remain in full force and effect.

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Customer Care & Account Team Response SLAs

Service Category/Requests	Examples Requiring Assistance	Contact	SLA Initial Response	Frequency of Communication Updates	Resolutions on average may take up to Total Business Days listed
Order Requests	1. Questions about order completion 3. Status updates on order requests 3. Consultation before an order placed	1-888-572-0895 Iron Mountain Connect Secure Sync	24-48 hours	Every 2 days	1-5 days
1. Account Maintenance 2. General Service Questions 3. Status on existing service requests 4. Questions about completed requests 5. IMConnect Questions 6. Department Setup and Maintenance 7. Info Window Updates 8. Destruction Order Requests 9. Billing and Invoice questions/maintenance 10. Account Consolidations	**Customer Care:** 1. Account maintenance 2. General service questions 3. Account consolidations	uspublicservice@ironmountain.com RequestWeb	24-48 hours	Every 2 days	2-6 days
	Operational: 1. Box/file inventory questions 2. Inventory relocations			Every 2-3 days	2-14 days
	Transportation: 1. Missed service - What date are we able to service? 2. Scheduling one time services			Every 2 days	1-5 days
	Billing: 1. Invoice questions 2. Invoice adjustments			Every 2-3 days	5-20 days
1. Price estimates 2. On-site visits and Statement of Work 3. Strategic Business Solutions 4. Business Reviews 5. Contract and Pricing questions/maintenance 6. Account Consolidations or Terminations	1. Price estimates 2. On-site visits and SOW's 3. Contract renewal requests	Assigned Account Manager & Assigned Account Executive	24-48 hours	Every 3-5 days	3-15 days *varies based on complexity*
Stand-alone Certificate of Destruction	1. Certificate of Destruction not received 2. Certificate of Destruction inaccuracy/correction 3. Certificate of Destruction status updates	Assigned Account Manager	24-48 hours	Every 2 days	7 days

Please note:
- Infractions will be mutually reviewed and agreed upon during the Quarterly Business Review (QBR) between Iron Mountain and Maricopa County.

Conditions for Incurring Infractions
- An infraction will only be considered if Iron Mountain exceeds the maximum number of days outlined in the mutually agreed-upon table above.

- Infraction fees will only apply if Iron Mountain fails to meet the SLA resolution timeframes in at least 85% of the total service requests placed during the quarter. This percentage will be calculated received within that quarter.

Proposed Infraction Fee Structure
$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.

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Escalation Contact	Fees
US Public Services Customer Care Team	$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.
Assigned Account Manager	$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.
	$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.
	$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.
	$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.
Senior Manager, Account Management, & Director, State & Local Sales	$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.
Senior Manager	$50.00 per mutually agreed-upon infraction capped at a maximum of $1,200.00 per quarter.

·d based on the total number of applicable requests

	A	B	C	D	E	G
1	Serial #250054-RFP					
2	NIGP CODE(S): 95882					
3	SUBMITTING RESPONDENT'S NAME: Iron Mountain Information Management, LLC					
4						
5	**1.0 PRICING:**					
6						
7	**Storage, Access, and Retrieval**	**1-200,000 cu ft**	**200,001-500,000 cu ft**	**500,000-1M cu ft**	**Unit of Measure**	**Description of Services**
8	Non-climate Controlled Storage	$ 0.351	$ 0.288	$ 0.211	Cubic Foot	
9	Climate Controlled Storage	$ 2.150	$ 1.730	$ 1.510	Cubic Foot	
10	Climate Controlled Vault Storage	$ 2.150	$ 1.730	$ 1.510	Cubic Foot	
11	Medical Record Storage/Open Shelf	$ 0.720	$ 0.590	$ 0.470	Linear Foot	
12	X-Ray Storage/Open Shelf	$ 1.100	$ 0.890	$ 0.710	Linear Foot	
13						
14	**Retrieval**	**Next Day (up to 25,000/yr)**	**Half Day (up to 2,500/yr)**	**Rush/Same Day (up to 1,000/yr)**	**Unit of Measure**	**Description of Services**
15	Box/Carton - Climate Controlled	$ 4.11	N/A	$ 6.36	Cubic Foot	
16	File from Carton; Open Shelf - Climate Controlled	$ 4.57	N/A	$ 6.81	Cubic Foot	Defined as retrieval file from Carton - Climate Controlled Storage
17	Document	Reference Retrieval line items under Records Storage Service	N/A	Reference Retrieval line items under Records Storage Service		
18	Scanned Image via Email, Fax, or Web ($/page+retrieval charge)	Reference IOD charges	N/A	Reference IOD charges		
19	Microfilm	$ 4.11	N/A	$ 6.36	Cubic Foot	
20	X-Ray	$ 2.01	N/A	$ 8.96	File	
21	Magnetic Media/per Tape Movement	$ 0.20	N/A	N/A	Item	Defined as equal In/Out Pulls - Cost per movement - In/Out
22	Transportation Pick-up/Deliver	Reference Transporation Zone Rates under Records Storage Service	N/A	Reference Transporation Zone Rates under Records Storage Service		
23	Next Day Delivery	$ 31.65	N/A	N/A	Trip	
24	Half Day Delivery/Next Day Pick-up - Climate Controlled	$ 31.65	N/A	N/A	Trip	Reflects Next Day Transporation only
25	Rush/Same Business Day - Climate Controlled	N/A	N/A	$ 260.96	Trip	
26	After-hours Holidays Delivery Charge/Weekends	N/A	N/A	$ 297.83	Trip	
27						
28	**Refile**			**Price**	**Unit of Measure**	**Description of Services**
29	Box: Regular File Carton - Climate Controlled			$ 2.93	Cubic Foot	
30	File: Regular Refile, File to Carton, File to Open Shelf, Item to Carton - Climate Control			$ 3.78	Each	Defined as Regular Refile - Carton Climate Controlled Storage
31	Document: Regular Interfile, Open Shelf, Item to Carton - Climate Control			$ 10.38	Cubic Foot	Defined as Regular Interfile Climate Controlled Storage
32	Microfilm			$ 1.85	Cubic Foot	
33	X-Ray			$ 2.01	Linear Foot	
34	Magnetic Media			$ 0.20	Item	Defined as equal In/Out Pulls - Cost per movement - In/Out
35						
36	**Add Records - Paper ($/cu ft)**			**Price**	**Unit of Measure**	**Description of Services**
37	Data Entry: Receiving and Entering - Carton, Open Shelf File, Receiving and Entry - Climate Control			$ 1.64	Cubic Foot	
38	Edits			Reference Computer Change Fee under Records Storage services		Defined as Computer Change Fee
39	Pick-up			Reference Transportation Rates under Records Storage Service		
40						
41	**Add Records - Electronic**			**Price**	**Unit of Measure**	**Description of Services**
42	Scanning			Reference Digitization Service		
43	Indexing: Initial Move - Individual Listing, Individual List/Index, Open Shelf-Individual Listing			Reference Digitization Service		
44	Microfilm			Reference Digitization Service		
45	X-Ray			Reference Digitization Service		
46						
47	**Destruction**		**On-Site**	**Vendor Facility**	**Unit of Measure**	**Description of Services**
48	Highly Confidential Shredding ($/cu ft): Archival Destruction File from Open Shelf; Carton - Climate Control; Item from Carton - Climate Control		N/A	$ 3.78	Cubic Foot + Regular Retrieval Charge	Defined as Destruction - Carton (Climate Control)
49	Non-confidential Recycling ($/cu ft)		N/A	$ 3.18	Cubic Foot + Regular Retrieval Charge	Defined as Archival Destruction - Carton
50	Destruction/Recycle Bins placed on-site (per bin/month)		Reference Secure Shred line items below. Different size containers are different rates	N/A	Container	
51	Destruction Notifications		Included within Admin Fee for Records Storage Service	Included within Admin Fee for Records Storage Service	Included within Admin Fee for Records Storage	
52	Start-up Destruction		Custom Quote	Custom Quote		
53	On-site Shredding Event (2x/yr)		Custom Quote	Custom Quote		
54	Secure Shredding Microfilm/Tapes/CDs (e-media/plastic)		Reference Asset Life Management (ALM) Service	Reference Asset Life Management (ALM) Service		
55	Recycling Microfilm/Tapes/CDs (e-media/plastic)		Reference Asset Life Management (ALM) Service	Reference Asset Life Management (ALM) Service		
56						
57	**Reports**			**Price**	**Unit of Measure**	**Description of Services**
58	Master Inventory			Included within Admin Fee for Records Storage Service	Account ID	
59	Files Retrieved			Included within Admin Fee for Records Storage Service	Account ID	
60	Listing of Refiles			Included within Admin Fee for Records Storage Service	Account ID	
61	Listing of Boxes Eligible for Destruction			Included within Admin Fee for Records Storage Service	Account ID	
62	Listing of Files Destroyed			Included within Admin Fee for Records Storage Service	Account ID	
63	Listing of New Accessions			Included within Admin Fee for Records Storage Service	Account ID	

	A	B	C	D	E	G
64	Usage Report			Included within Admin Fee for Records Storage Service	Account ID	
65						
66	**Internet/Web Based Capabilities**			**Price**	**Unit of Measure**	**Description of Services**
67	Software			Reference InSight Service		
68	License Fee			Reference InSight Service		
69	Maintenance			Reference InSight Service		
70	Web Based File Management			Reference InSight Service		
71	Data Conversion ($/hr.)			Reference Digitization Service		
72	Back-file Conversion (scanning)			Reference Digitization Service		
73	Indexing			Reference Digitization Service		
74						
75	**Magnetic Media**				**Unit of Measure**	**Description of Services**
76	Hanging Tape/Reserved Slots - Cost per tape or slot per month			$ 0.17	Slot Monthly	
77	In/Out Pulls - Cost per movement - In/Out			$ 0.20	Tape Handled	
78	Open Storage Transport Containers (3,420 reel, 10/container) - Cost per container per month - Transport Containers ALL SIZES			$ 9.93	Container	
79	Open Storage Transport Containers (3,420 reel, 20/container) - Cost per container per month - Transport Containers ALL SIZES			$ 9.93	Container	
80	Open Storage Transport Containers for 4mm/8mm Tapes - Cost per container per month - Transport Containers ALL SIZES			$ 9.93	Container	
81	Closed Storage Containers (3,420 reel, 10/container) - Cost per container per month - All Compact Tape Types/All Small Tape Types			$ 8.59	Container Monthly	
82	Closed Storage Containers (3,420 reel, 20/container) - Cost per container per month - All Medium Tape Types			$ 13.62	Container Monthly	
83	Closed Storage Containers (3,420 reel, 20/container) - Cost per container per month - All Large Tape Types			$ 14.46	Container Monthly	
84	Closed Storage Containers for 4mm/8mm Tapes - Cost per container per month			Custom Quote. Reference Container Size under Data Management Service	Container	
85	Closed Storage Containers for 5.25" CD Disks - 15-20/container - Cost per container per month			Custom Quote. Reference Container Size under Data Management Service	Container	
86	Closed Storage Containers for 12" CD Disks - 15-20/container - Cost per container per month			Custom Quote. Reference Container Size under Data Management Service	Container	
87	Closed Storage Containers for Universal Media - Cost per container per month			Custom Quote. Reference Container Size under Data Management Service	Container	
88	X-Ray Storage - Include description of container including dimensions and material			N/A	N/A	X-Ray storage covered under Records Management
89						
90	**Magnetic Media Pick-up and Delivery Service**				**Unit of Measure**	**Description of Services**
91	Daily Service (M-F)			$ 37.31	Trip	
92	Weekly Pick-up and Delivery Service			$ 37.31	Trip	
93	2 times per week			$ 37.31	Trip	
94	3 times per week			$ 37.31	Trip	
95	4 times per week			$ 37.31	Trip	
96	5 times per week			$ 37.31	Trip	
97	6 times per week			$ 37.31	Trip	
98	7 times per week			$ 37.31	Trip	
99	Monthly pick-up and delivery service (per container/month)			$ 37.31	Trip	
100	Unscheduled Pick-up and Delivery Service - Cost per request			$ 48.51	Trip	
101	Emergency Pick-up and Delivery Service - Cost per request			$ 151.05	Trip	
102	Minimum Account Billing per month			$ 179.19	Invoice per Month	
103	Administration Fee per month			$ 17.64	Month	
104	Destruction with Certificate of Destruction			Included in Administration Fee per month		
105	Library Moves or Disaster Recovery Testing			Custom Quote		
106	Closed Container "Movement"			$ 1.41	Container	
107	Transport Container "Movement"			$ 4.77	Container	
108	Container Lock			$ 17.57	Lock	
109	Security Clips			$ 4.02	Clip	
110	Transport Rental			$ 1.41	Each Per Day	
111						
112	**Other Services** Submit pricing for all other services that may be provided. (ADD LINES AS NEEDED FOR ADDITIONAL SERVICES)			**Price**	**Unit of Measure**	**Description of Services**
114	Labor - Data Entry (per hour)			$ 41.04	Hour	
115	Labor - General (per hour)			$ 75.02	Hour	This price is equal to Miscellaneous Services-Hourly Labor under Records Management. A different labor rate may apply based on the service category.
116	Boxes: 2,000 Standard Carton Letter/Legal			Different size cartons priced below under Records Management		
117	Laptop Backup and Recovery			Custom Quote. See Media Restoration and Migration line item under Digital Transformation services below		
118	Server Backup and Recovery - 30 Day Retention			Custom Quote. See Media Restoration and Migration line item under Digital Transformation services below		
119	Shred Minimum per stop			$ 168.91	Work Order	
120	Shred 3-4 Consoles			Reference Secure Shred Service		
121	Shred 2-4, 65 Gallon			Reference Secure Shred Service		
122	Shred 5-9 Consoles			Reference Secure Shred Service		
123	Shred 5-9, 65 Gallon			Reference Secure Shred Service		
124	Shred 10+ Consoles			Reference Secure Shred Service		
125	Shred 10+, 65 Gallon			Reference Secure Shred Service		
126	Shred 65 Gallon (On-site Witnessed Shred)			Reference Secure Shred Service		
127	On-site Shred Minimum per stop (On-site Witnessed Shred)			$ 206.35	Work Order	

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128	Special Project Destruction (Witnessed, Off-site Destruction) - 48 Box Minimum			Custom Quote	Project	
129	Backup Care Service			Custom Quote. See Media Restoration and Migration line item under Digital Transformation services below		
130	Offsite - Bulk Tapes / Plastics			$ 0.34	Pound	
131	Offsite - Itemized Tape Destruction			$ 0.49	Tape	
132	**Other Services - Records Storage**			**Price**	**Unit of Measure**	**Description of Services**
133	Receiving and Entry (Site Validation)			$ 1.97	Cubic Foot	
134	Regular Refile - Carton			$ 1.85	Cubic Foot	
135	Regular Refile - File to Carton			$ 2.28	Cubic Foot	
136	Interfile			$ 2.47	Each	
137	Re-Boxing Charge (plus new carton, regular retrieval charge and refile charge)			$ 5.90	Each	
138	Re-lid Charge			$ 3.25	Each	
139	Photocopy			$ 0.97	Page	
140	Fax Transmission			$ 1.30	Page	
141	Onsite Review Room			$ 227.21	Day	
142	Document Insert			$ 3.45	Each	
143	Individual Listing			$ 0.34	Each	
144	Miscellaneous Services-Hourly Labor			$ 75.02	Hour	
145	Storage Monthly Minimum			$ 352.64	Month	
146	Minimum Service Charge			$ 19.01	Order	
147	Admin Fee - Summary			$ 51.79	Account ID	
148	Admin Fee - Detailed			$ 106.86	Account ID	
149	#2000A Auto-fold Letter / Legal (1.2 CF)			$ 4.36	Each	
150	#2000 Standard Carton Letter / Legal (1.2 CF)			$ 5.67	Each	
151	#450 Letter Transfile Carton (2.4 CF)			$ 4.15	Each	
152	#550 Letter Transfile Carton (3.6 CF)			$ 7.19	Each	
153	#200 X-Ray Carton			$ 8.47	Each	
154	Computer Change Fee			$ 1.25	File	
155	Next Day Delivery - Zone 2			$ 59.26	Trip	
156	Next Day Delivery - Zone 3			$ 68.45	Trip	
157	Next Day Delivery - Zone 4			$ 77.68	Trip	
158	Next Day Delivery - Zone 5			$ 91.20	Trip	
159	Next Day Delivery - Zone 6			Custom Quote	Trip	
160	Next Day Delivery - Zone Metro			$ 42.39	Trip	
161	Next Day Delivery - Zone Metro NYC			$ 54.67	Trip	
162	Regular Pickup - Zone 2			$ 59.26	Trip	
163	Regular Pickup - Zone 3			$ 68.45	Trip	
164	Regular Pickup - Zone 4			$ 77.68	Trip	
165	Regular Pickup - Zone 5			$ 91.20	Trip	
166	Regular Pickup - Zone 6			Custom Quote	Trip	
167	Regular Pickup - Zone Metro			$ 42.39	Trip	
168	Regular Pickup - Zone Metro NYC			$ 54.67	Trip	
169	Transport Handling Charge			$ 2.33	Cubic Foot	
170	RFID Label			$ 0.78	Each	
171	Open Shelf - Interfile			$ 6.94	Each	
172	Open Shelf Individual Listing			$ 0.87	Each	
173	Open Shelf - Rush Retrieval- File			$ 8.96	File	
174	Open Shelf Medical			$ 0.59	Linear Foot	
175	Open Shelf Storage-X-Ray			$ 0.89	Linear Foot	
176	Open Shelf - Receiving and Entry			$ 3.74	Linear Foot	
177	Open Shelf Regular Retrieval- File			$ 2.01	File	
178	Open Shelf Regular Refile			$ 2.01	Linear Foot	
179	Open Shelf - Archival Destruction			$ 1.94	Linear Foot	
180	Regular Retrieval - Carton			$ 4.11	Cubic Foot	
181	Regular Retrieval - File			$ 4.57	Cubic Foot	
182	Rush Retrieval - Carton			$ 6.36	Cubic Foot	
183	Rush Retrieval - File			$ 6.81	Cubic Foot	
184	Archival Destruction-File from Carton (plus regular retrieval charge)			$ 3.11	File	
185	Inventory Phase Out (Accelerated)			$ 5.00	Cubic Foot	
186	Image on Demand - Retrieval, File			$ 3.44	File	
187	Image on Demand - Refile, File			$ 3.13	File	
188	Image on Demand - Minimum (Includes first 50 page scans)			$ 35.75	Order	
189	Image on Demand - Image (Applies to any page scan past the 50 image IOD Minimum			$ 0.41	Image	
190	**Other Services - Climate Controlled Storage**			**Price**	**Unit of Measure**	**Description of Services**
191	Receiving & Entry			$ 1.90	Cubic Foot	
192	Next Day Trips			$ 31.65	Trip	
193	Rush Trips			$ 260.96	Trip	
194	Emergency Trips			$ 398.67	Trip	
195	Pick-Up			$ 43.43	Trip	
196	Rush Pick-Up			$ 260.96	Trip	
197	Handling			$ 3.16	Cubic Foot	
198	Interfile			$ 10.38	Each	
199	Miscellaneous Services-Hourly Labor			$ 76.82	Hour	
200	Storage Monthly Minimum			$ 341.33	Month	
201	Refiles, Carton			$ 2.93	Cubic Foot	
202	Refiles, Item			$ 3.78	Each	
203	Destruction - File From Carton			$ 1.41	Each	
204	**Other Services - Asset Lifecycle Management**			**Price**	**Unit of Measure**	**Description of Services**
205	Offsite - Vault - Closed Container Destruction			$ 39.79	Container	
206	Offsite - Itemized Hard Drive Destruction			$ 3.51	Hard Drive	

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207	E-waste Recycling			$ 0.41	Pound	
208	IT Asset Audit and Recycle			$ 11.56	Asset	
209	IT Asset Audit & Remarket			$ 10.35	Asset	
210	Shipping - Tape Destruction			$ 133.80	Pallet	
211	Shipping - Hard Drive, e-Waste, Remarketing			$ 252.27	Pallet	
212	Offsite - Trip Charge - Standard Run			$ 191.44	Service	
213	Offsite - Pick Up Fee - Zone 2 (41-75 Miles)			$ 189.10	Service	
214	Offsite - Pick Up Fee - Zone 3 (76-100 Miles)			$ 386.08	Service	
215	Offsite - Pick Up Fee - Zone 4 (101-150 Miles)			$ 543.66	Service	
216	Onsite - Hard Drive and Tape Mobilization - On Route - Zone 1			$ 281.78	Trip	
217	Onsite - Hard Drive and Tape Mobilization - On Route - Zone 2			$ 439.13	Trip	
218	Onsite - Hard Drive and Tape Mobilization - On Route - Zone 3			$ 585.24	Trip	
219	Onsite - Hard Drive and Tape Mobilization - On Route - Zone 4			$ 867.02	Trip	
220	Onsite - Hard Drive and Tape Mobilization - On Route - Zone 5			Custom Quote	Trip	
221	Onsite - Hard Drive and Tape Mobilization - Dedicated Route - Zone 1			$ 566.89	Trip	
222	Onsite - Hard Drive and Tape Mobilization - Dedicated Route - Zone 2			$ 793.63	Trip	
223	Onsite - Hard Drive and Tape Mobilization - Dedicated Route - Zone 3			$ 1,053.42	Trip	
224	Onsite - Hard Drive and Tape Mobilization - Dedicated Route - Zone 4			$ 1,473.92	Trip	
225	Onsite - Hard Drive and Tape Mobilization - Dedicated Route - Zone 5			Custom Quote	Trip	
226	Onsite Itemized Hard Drive Destruction - Tier 1			$ 4.98	Item	
227	Onsite Itemized Hard Drive Destruction - Tier 2			$ 4.81	Item	
228	Onsite Itemized Hard Drive Destruction - Tier 3			$ 3.98	Item	
229	Onsite Itemized Hard Drive Destruction - Tier 4			$ 3.38	Item	
230	Onsite Itemized Hard Drive Destruction - Tier 5			$ 2.75	Item	
231	Onsite Itemized Hard Drive Destruction - Tier 6			$ 2.00	Item	
232	Onsite Itemized Hard Drive Destruction - Tier 7			$ 1.83	Item	
233	Onsite Itemized Tape Destruction - Tier 1			$ 2.82	Item	
234	Onsite Itemized Tape Destruction - Tier 2			$ 2.38	Item	
235	Onsite Itemized Tape Destruction - Tier 3			$ 1.51	Item	
236	Onsite Itemized Tape Destruction - Tier 4			$ 1.32	Item	
237	Onsite Itemized Tape Destruction - Tier 5			$ 0.86	Item	
238	Onsite Itemized Tape Destruction - Tier 6			$ 0.75	Item	
239	Onsite Itemized Tape Destruction - Tier 7			$ 0.65	Item	
240	Desktop Box - 2 Way STD Shipping			$ 47.27	Box	
241	Large Box - 2 Way STD Shipping			$ 41.76	Box	
242	Remote Box - Desktop Printer - 2 Way STD Shipping			$ 55.15	Box	
243	Remote Box - Monitor - 2 Way STD Shipping			$ 57.52	Box	
244	Laptop Box - 2 Way STD Shipping			$ 39.39	Box	
245	Remote Box - Extra Small (Phone-Tablet) - 2 Way STD Shipping			$ 35.46	Box	
246	2 Day Shipping			$ 25.19	Box	
247	Teraware Onsite Minimum			$ 1,969.78	Order	
248	Teraware Onsite Drive Wiping - Tier 1 - 499 drives			$ 4.73	Drive	
249	Teraware Onsite Drive Wiping - Tier 2: 500 - 4,999 drives			$ 3.94	Drive	
250	Teraware Onsite Drive Wiping - Tier 3: 5,000 - 9,999 drives			$ 3.16	Drive	
251	Teraware Onsite Drive Wiping - Tier 4: 10,000+ drives			$ 2.36	Drive	
252	**Other Services - Digitization**			**Price**	**Unit of Measure**	**Description of Services**
253	Standard Scanning - Minimum Fee			$ 408.46	Project	
254	Standard Scanning - Tier 1			$ 0.10	Image	
255	Standard Scanning - Tier 2			$ 0.08	Image	
256	Standard Scanning - Tier 3			$ 0.06	Image	
257	Standard Scanning – Tier 4+ Minimum Fee			$ 115,628.08	Project	
258	Standard Scanning - Tier 4			$ 0.06	Image	
259	Standard Scanning - Tier 5			$ 0.05	Image	
260	Standard Scanning - Tier 6			$ 0.05	Image	
261	Bound Book Scanning - Minimum Fee			$ 1,256.82	Project	
262	Bound Book Scanning - Tier 1			$ 0.31	Image	
263	Bound Book Scanning - Tier 2			$ 0.29	Image	
264	Bound Book Scanning - Tier 3			$ 0.28	Image	
265	Bound Book Scanning - Tier 4+ Minimum Fee			$ 62,841.33	Project	
266	Bound Book Scanning - Tier 4			$ 0.23	Image	
267	Bound Book Scanning - Tier 5			$ 0.22	Image	
268	Bound Book Scanning - Tier 6			$ 0.22	Image	
269	Flatbed Scanning - Minimum Fee			$ 2,513.65	Project	
270	Flatbed Scanning - Tier 1			$ 0.53	Image	
271	Flatbed Scanning - Tier 2			$ 0.52	Image	
272	Flatbed Scanning - Tier 3			$ 0.50	Image	
273	Flatbed Scanning - Tier 4+ Minimum Fee			$ 62,841.33	Project	
274	Flatbed Scanning - Tier 4			$ 0.42	Image	
275	Flatbed Scanning - Tier 5			$ 0.39	Image	
276	Flatbed Scanning - Tier 6			$ 0.39	Image	
277	Color Setup			$ 377.06	Project	
278	Document Preparation - Light			$ 0.02	Image	
279	Document Preparation - Standard			$ 0.04	Image	
280	Document Preparation - Heavy			$ 0.08	Image	
281	Document Reassembly - Simple			$ 0.00	Image	
282	Document Reassembly - Partial			$ 0.02	Image	
283	Document Reassembly - Full			$ 0.04	Image	
284	Scan Resolution - Standard			$ 0.01	Image	
285	Scan Resolution - Bound Book			$ 0.09	Image	
286	Scan Resolution - Flatbed			$ 0.19	Image	
287	Quality Assurance - 100% vs. Image			$ 0.04	Image	

	A	B	C	D	E	G
288	Quality Assurance - With Clean-up			$ 0.01	Image	
289	Image Output - Searchable PDF			$ 0.00	Image	
290	Indexing - Standard			$ 0.01	Keystroke	
291	Indexing - Bound Book			$ 0.01	Keystroke	
292	Indexing - Flatbed			$ 0.01	Keystroke	
293	Document Classification - Standard 2-5 Doc Types			$ 0.00	Image	
294	Document Classification - Standard 6-10 Doc Types			$ 0.01	Image	
295	Document Classification - Standard 11-25 Doc Types			$ 0.01	Image	
296	Document Classification - Flatbed 2-5 Doc Types			$ 0.01	Image	
297	Document Classification - Flatbed 6-10 Doc Types			$ 0.04	Image	
298	Document Classification - Flatbed 11-25 Doc Types			$ 0.07	Image	
299	Wide Format B Scanning - Minimum Fee			$ 4,398.89	Project	
300	Wide Format B Scanning - Tier 1			$ 0.96	Image	
301	Wide Format B Scanning - Tier 2			$ 0.75	Image	
302	Wide Format C Scanning - Minimum Fee			$ 5,027.30	Project	
303	Wide Format C Scanning - Tier 1			$ 1.05	Image	
304	Wide Format C Scanning - Tier 2			$ 0.83	Image	
305	Wide Format D Scanning - Minimum Fee			$ 6,284.13	Project	
306	Wide Format D Scanning - Tier 1			$ 1.26	Image	
307	Wide Format D Scanning - Tier 2			$ 0.98	Image	
308	Wide Format E Scanning - Minimum Fee			$ 8,169.38	Project	
309	Wide Format E Scanning - Tier 1			$ 1.69	Image	
310	Wide Format E Scanning - Tier 2			$ 1.33	Image	
311	Color Setup			$ 377.06	Project	
312	Document Preparation - Light			$ 0.10	Image	
313	Document Preparation - Standard			$ 0.50	Image	
314	Document Preparation - Heavy			$ 1.24	Image	
315	Document Reassembly - Simple			$ 0.05	Image	
316	Document Reassembly - Partial			$ 0.10	Image	
317	Document Reassembly - Full			$ 0.26	Image	
318	Scan Resolution - Wide Format B			$ 0.68	Image	
319	Scan Resolution - Wide Format C			$ 0.78	Image	
320	Scan Resolution - Wide Format D			$ 1.02	Image	
321	Scan Resolution - Wide Format E			$ 1.52	Image	
322	Quality Assurance - 100% vs. Image			$ 0.03	Image	
323	Quality Assurance - With Clean-up			$ 0.01	Image	
324	Image Output - Searchable PDF			$ 0.00	Image	
325	Indexing			$ 0.01	Keystroke	
326	Microfilm Scanning - Minimum Fee			$ 18.85	Roll	
327	Microfilm Scanning - 16mm			$ 0.01	Image	
328	Microfilm Scanning - 35mm			$ 0.04	Image	
329	Microfiche Scanning - Minimum Fee			$ 0.63	Sheet	
330	Microfiche Scanning - COM			$ 0.02	Image	
331	Microfiche Scanning - Jacketed / Step & Repeat			$ 0.04	Image	
332	Aperture Card Scanning - Minimum Fee			$ 31.41	Project	
333	Aperture Card Scanning - Hollerith Punch Code			$ 0.23	Image	
334	Aperture Card Scanning - Non-Hollerith Punch Code			$ 0.31	Image	
335	Digital Archive Writer (DAW)			$ 0.02	Image	
336	16mm Duplicate - Silver Halide			$ 50.81	Roll	
337	16mm Duplicate - Diazo			$ 11.47	Roll	
338	35mm Duplicate - Silver Halide			$ 58.73	Roll	
339	35mm Duplicate - Diazo			$ 15.65	Roll	
340	Diazo Duplicate - Microfiche			$ 1.17	Sheet	
341	Diazo Duplicate - Aperture Cards			$ 1.19	Sheet	
342	Imaging Data Entry Specialist			$ 41.04	Hour	
343	Imaging Operations Manager			$ 97.36	Hour	
344	Imaging Production Coordinator			$ 55.84	Hour	
345	Imaging Production Specialist I			$ 38.72	Hour	
346	Imaging Production Specialist II			$ 40.88	Hour	
347	Imaging Production Supervisor			$ 63.50	Hour	
348	Implementation Manager - DMS			$ 100.75	Hour	
349	Software Engineer			$ 121.75	Hour	
350	Principal Software Engineer			$ 145.56	Hour	
351	Document Conversion Services Order Minimum			$ 21,357.58	Order	
352	**Other Services - Secure Shredding**			**Price**	**Unit of Measure**	**Description of Services**
353	Offsite Scheduled - Console			$ 7.45	Container	
354	Offsite Scheduled - 65 Gallon			$ 9.94	Container	
355	Offsite Scheduled - 95 Gallon			$ 14.91	Container	
356	Offsite Scheduled - Box			$ 6.21	Container	
357	Offsite Scheduled - Mini Console			$ 7.45	Container	
358	Offsite Scheduled - Off-Cycle Trip Charge			$ 53.44	Trip + Corresponding Offsite Scheduled Container Fee(s)	
359	Onsite Scheduled - Console			$ 9.94	Container	
360	Onsite Scheduled - 65 Gallon			$ 12.42	Container	
361	Onsite Scheduled - 95 Gallon			$ 19.88	Container	
362	Onsite Scheduled - Box			$ 6.21	Container	
363	Onsite Scheduled - Mini Console			$ 9.94	Container	
364	Onsite Scheduled - Off-Cycle Trip Charge			$ 68.36	Trip + Corresponding Onsite Scheduled Container Fee(s)	
365	Offsite Purge - 65 Gallon			$ 9.94	Container	
366	Offsite Purge - 95 Gallon			$ 15.54	Container	
367	Offsite Purge - Box			$ 5.60	Container	
368	Offsite Purge - Trip Charge			$ 74.57	Trip + Corresponding Offsite Purge Container Fee(s)	

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369	Onsite Purge - 65 Gallon			$ 18.65	Container	
370	Onsite Purge - 95 Gallon			$ 24.86	Container	
371	Onsite Purge - Box			$ 6.21	Container	
372	Onsite Purge - Trip Charge			$ 87.01	Trip + Corresponding Onsite Purge Container Fee(s)	
373	Transportation - Zone 2			$ 19.88	Trip	
374	Transportation - Zone 3			$ 27.35	Trip	
375	Transportation - Zone 4			$ 34.79	Trip	
376	Transportation - Zone 5			$ 42.57	Trip	
377	Transportation - Metro			$ 6.21	Trip	
378	Transportation - NY Metro			$ 14.91	Trip	
379	Shred Hourly Labor			$ 69.56	Hour	
380	Shred Offsite Minimum			$ 168.91	Order	
381	Shred Onsite Minimum			$ 206.35	Order	
382	Shred One-Time Project Minimum			$ 3,040.19	Order	
383	Shred Surcharge: 8 Week Cycle			$ 142.91	Order	
384	Shred Surcharge: 12 Week Cycle			$ 298.82	Order	
385	Unused Container Charge			$ 9.43	Container per Service	
386	Contamination Charge			$ 85.79	Container	
387	**Other Services - Data Management**			**Price**	**Unit of Measure**	**Description of Services**
388	Round Reel Tape Storage Commercial			$ 0.35	Slot per Month	
389	Transport Carts			$ 127.86	Cart Monthly	
390	Storage Cart			$ 127.86	Cart Monthly	
391	Custom Bar Code Labels			$ 1.50	Label	
392	Transport Container Handling			$ 3.07	Item	
393	Slotted Media Storage - Oversized			$ 2.31	Slot	
394	Labor			$ 79.44	Hour	
395	Closed Container (Compact)			$ 8.59	Container	
396	Closed Container (Extra Large)			$ 63.81	Container	
397	Transport Container			$ 9.93	Container	
398	Media Handling-Active (With Elec File)			$ 0.62	Item	
399	Tape Handling			$ 0.20	Item	
400	Media Handling Monthly Minimum			$ 29.30	Month	
401	Closed Container Handling			$ 3.07	Item	
402	Transport Container Handling			$ 3.07	Item	
403	**Other Services - Data Center**			**Price**	**Unit of Measure**	**Description of Services**
404	Monthly Federal Colocation Services - WPA1 - 4.99 kW			$ 1,795.15	Month	
405	Monthly Federal Colocation Services - WPA1 - 8.64 kW			$ 2,950.53	Month	
406	Monthly Federal Colocation Services - WPA1 - 14.40 kW			$ 4,656.76	Month	
407	Monthly Federal Colocation Services - WPA1 - 20.00 kW			$ 6,079.66	Month	
408	Monthly Federal Colocation 5 kW Expansion - WPA1 (20.00 - 40.00 kW)			$ 1,519.91	Month	
409	Monthly Federal Colocation Services- WPA1 - 40.00 kW			$ 11,952.37	Month	
410	Monthly Federal Colocation 5 kW Expansion - WPA1 (40.00 - 80.00 kW)			$ 1,494.05	Month	
411	Monthly Federal Colocation Services - WPA1 - 80.00 kW			$ 23,594.28	Month	
412	Monthly Federal Colocation 5 kW Expansion - WPA1 (80.00 - 160.00 kW)			$ 1,474.65	Month	
413	Monthly Federal Colocation Services - WPA1 - 160.00 kW			$ 46,360.71	Month	
414	Monthly Federal Colocation 5 kW Expansion - WPA1 (160.00 - 320.00 kW)			$ 1,448.77	Month	
415	Monthly Federal Colocation Services - WPA1 - 320.00 kW			$ 91,065.69	Month	
416	Monthly Federal Colocation 5 kW Expansion - WPA1 (320.00 - 1000.00 kW)			$ 1,422.90	Month	
417	Monthly Federal Colocation Services - WPA1 - 1000.00 kW			$ 278,112.52	Month	
418	Monthly Federal Colocation 50 kW Expansion - WPA1 (1000.00 - 2000.00 kW)			$ 13,905.62	Month	
419	Monthly Federal Colocation Services - WPA1 - 2000.00 kW			$ 535,528.30	Month	
420	Monthly Federal Colocation 50 kW Expansion - WPA1 (>2000.00 kW)			$ 13,388.21	Month	
421	Monthly Federal Colocation Services - BOS1 - 4.99 kW			$ 1,833.16	Month	
422	Monthly Federal Colocation Services - BOS1 - 8.64 kW			$ 3,140.52	Month	
423	Monthly Federal Colocation Services - BOS1 - 14.40 kW			$ 5,178.33	Month	
424	Monthly Federal Colocation Services - BOS1 - 20.00 kW			$ 6,467.74	Month	
425	Monthly Federal Colocation 5 kW Expansion - BOS1 (20.00 - 40.00 kW)			$ 1,616.93	Month	
426	Monthly Federal Colocation Services - BOS1 - 40.00 kW			$ 12,588.18	Month	
427	Monthly Federal Colocation 5 kW Expansion - BOS1 (40.00 - 80.00 kW)			$ 1,573.52	Month	
428	Monthly Federal Colocation Services - BOS1 - 80.00 kW			$ 24,939.57	Month	
429	Monthly Federal Colocation 5 kW Expansion - BOS1 (80.00 - 160.00 kW)			$ 1,558.73	Month	
430	Monthly Federal Colocation Services - BOS1 - 160.00 kW			$ 49,465.22	Month	
431	Monthly Federal Colocation 5 kW Expansion - BOS1 (160.00 - 320.00 kW)			$ 1,545.79	Month	
432	Monthly Federal Colocation Services - BOS1 - 320.00 kW			$ 98,102.58	Month	
433	Monthly Federal Colocation 5 kW Expansion - BOS1 (320.00 - 1000.00 kW)			$ 1,532.85	Month	
434	Monthly Federal Colocation Services - BOS1 - 1000.00 kW			$ 302,689.90	Month	
435	Monthly Federal Colocation 50 kW Expansion - BOS1 (>1000.00 kW)			$ 15,134.49	Month	
436	Monthly Federal Colocation Services - KCM1 - 4.99 kW			$ 1,950.13	Month	
437	Monthly Federal Colocation Services - KCM1 - 8.64 kW			$ 3,375.23	Month	
438	Monthly Federal Colocation Services - KCM1 - 14.40 kW			$ 5,625.37	Month	
439	Monthly Federal Colocation Services - KCM1 - 20.00 kW			$ 7,596.42	Month	
440	Monthly Federal Colocation 5 kW Expansion - KCM1 (20.00 - 40.00 kW)			$ 1,899.10	Month	
441	Monthly Federal Colocation Services - KCM1 - 40.00 kW			$ 14,934.11	Month	
442	Monthly Federal Colocation 5 kW Expansion - KCM1 (40.00 - 80.00 kW)			$ 1,866.77	Month	
443	Monthly Federal Colocation Services - KCM1 - 80.00 kW			$ 28,933.05	Month	
444	Monthly Federal Colocation 5 kW Expansion - KCM1 (80.00 - 160.00 kW)			$ 1,808.31	Month	
445	Monthly Federal Colocation Services - KCM1 - 160.00 kW			$ 55,796.44	Month	
446	Monthly Federal Colocation 5 kW Expansion - KCM1 (160.00 - 320.00 kW)			$ 1,743.64	Month	
447	Monthly Federal Colocation Services - KCM1 - 320.00 kW			$ 107,613.48	Month	
448	Monthly Federal Colocation 5 kW Expansion - KCM1 (320.00 - 1000.00 kW)			$ 1,681.45	Month	
449	Monthly Federal Colocation Services - KCM1 - 1000.00 kW			$ 324,975.46	Month	

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450	Monthly Federal Colocation 50 kW Expansion - KCM1 (>1000.00 kW)			$ 16,248.77	Month	
451	Monthly Federal Colocation Services - VA1/VA2 - 4.99 kW			$ 1,517.49	Month	
452	Monthly Federal Colocation Services - VA1/VA2 - 8.64 kW			$ 2,626.42	Month	
453	Monthly Federal Colocation Services - VA1/VA2 - 14.40 kW			$ 4,377.36	Month	
454	Monthly Federal Colocation Services - VA1/VA2 - 20.00 kW			$ 5,950.32	Month	
455	Monthly Federal Colocation 5 kW Expansion - VA1/VA2 (20.00 - 40.00 kW)			$ 1,487.59	Month	
456	Monthly Federal Colocation Services - VA1/VA2 - 40.00 kW			$ 11,641.92	Month	
457	Monthly Federal Colocation 5 kW Expansion - VA1/VA2 (40.00 - 80.00 kW)			$ 1,455.24	Month	
458	Monthly Federal Colocation Services - VA1/VA2 - 80.00 kW			$ 22,352.49	Month	
459	Monthly Federal Colocation 5 kW Expansion - VA1/VA2 (80.00 - 160.00 kW)			$ 1,397.03	Month	
460	Monthly Federal Colocation Services - VA1/VA2 - 160.00 kW			$ 43,670.13	Month	
461	Monthly Federal Colocation 5 kW Expansion - VA1/VA2 (160.00 - 320.00 kW)			$ 1,364.68	Month	
462	Monthly Federal Colocation Services - VA1/VA2 - 320.00 kW			$ 83,200.92	Month	
463	Monthly Federal Colocation 5 kW Expansion - VA1/VA2 (320.00 - 1000.00 kW)			$ 1,300.01	Month	
464	Monthly Federal Colocation Services - VA1/VA2 - 1000.00 kW			$ 240,599.67	Month	
465	Monthly Federal Colocation 50 kW Expansion - VA1/VA2 (1000.00 - 2000.00 kW)			$ 12,029.98	Month	
466	Monthly Federal Colocation Services - VA1/VA2 - 2000.00 kW			$ 473,438.06	Month	
467	Monthly Federal Colocation 50 kW Expansion - VA1/VA2 (>2000.00 kW)			$ 11,835.96	Month	
468	120V Circuit & Installation			$ 381.60	Each	
469	Cross Connections			$ 116.42	Each	
470	Dark Fiber (1 pair)			$ 6,467.74	Pair	
471	Dark Fiber (2 pairs)			$ 10,995.15	2 Pairs	
472	Managed Internet Access (10-150 Mbps)			$ 4.85	1 Mbps	
473	Managed Internet Access (151-500 Mbps)			$ 4.21	1 Mbps	
474	Managed Internet Access (501 Mbps-1 Gbps)			$ 3.24	1 Mbps	
475	Managed Internet Access (1-4 Gbps)			$ 2.92	1 Mbps	
476	Managed Internet Access (4-10 Gbps)			$ 2.59	1 Mbps	
477	Helping Hands			$ 148.76	Hour	
478	Monthly Federal Colocation Services - DEN1 - 20.00 kW			$ 5,364.88	Month	
479	Monthly Federal Colocation 5 kW Expansion - DEN1 (20.00 - 40.00 kW)			$ 1,341.22	Month	
480	Monthly Federal Colocation Services - DEN1 - 40.00 kW			$ 10,632.22	Month	
481	Monthly Federal Colocation 5 kW Expansion - DEN1 (40.00 - 80.00 kW)			$ 1,329.03	Month	
482	Monthly Federal Colocation Services - DEN1 - 80.00 kW			$ 19,508.66	Month	
483	Monthly Federal Colocation 5 kW Expansion - DEN1 (80.00 - 160.00 kW)			$ 1,219.29	Month	
484	Monthly Federal Colocation Services - DEN1 - 160.00 kW			$ 37,846.81	Month	
485	Monthly Federal Colocation 5 kW Expansion - DEN1 (160.00 - 320.00 kW)			$ 1,182.71	Month	
486	Monthly Federal Colocation Services - DEN1 - 320.00 kW			$ 68,670.50	Month	
487	Monthly Federal Colocation 5 kW Expansion - DEN1 (320.00 - 1000.00 kW)			$ 1,072.98	Month	
488	Monthly Federal Colocation Services - DEN1 - 1000.00 kW			$ 202,402.44	Month	
489	Monthly Federal Colocation 50 kW Expansion - DEN1 (1000.00 - 2000.00 kW)			$ 10,120.13	Month	
490	Monthly Federal Colocation Services - DEN1 - 2000.00 kW			$ 392,611.94	Month	
491	Monthly Federal Colocation 50 kW Expansion - DEN1 (>2000.00 kW)			$ 9,815.30	Month	
492	1-4MW Variable Metered Power License Fee - VA-1 and VA-2 (per KW/per month)			$ 101.20	KW / Per Month	
493	4MW+ Variable Metered Power License Fee - VA-1 and VA-2 (per KW/per month)			$ 101.20	KW / Per Month	
494	Variable Metered Power - Utility Power Usage - VA-1 and VA-2 (per KW/per month)			$ 113.61	KW / Per Month	
495	1MW -4MW Variable Metered Power License Fee - DEN 1 (per KW/per month)			$ 101.20	KW / Per Month	
496	Variable Metered Power - Utility Power Usage - DEN 1 (per KW/per month)			$ 94.12	KW / Per Month	
497	208V 1-Phase Circuit & Installation for Variable Metered Power (2 circuits, 1 pair)			$ 2,432.49	Each	
498	208V 3-Phase Circuit & Installation for Variable Metered Power (2 circuits, 1 pair)			$ 3,048.22	Each	
499	Monthly Federal Colocation Services - AZP - 4.99 kW			$ 1,637.82	Month	
500	Monthly Federal Colocation Services - AZP - 8.64 kW			$ 2,700.77	Month	
501	Monthly Federal Colocation Services - AZP - 14.40 kW			$ 4,286.96	Month	
502	Monthly Federal Colocation Services - AZP - 20.00 kW			$ 5,670.56	Month	
503	Monthly Federal Colocation 5 kW Expansion - AZP (20.00 - 40.00 kW)			$ 1,417.64	Month	
504	Monthly Federal Colocation Services - AZP - 40.00 kW			$ 10,801.08	Month	
505	Monthly Federal Colocation 5 kW Expansion - AZP (40.00 - 80.00 kW)			$ 1,350.13	Month	
506	Monthly Federal Colocation Services - AZP - 80.00 kW			$ 22,387.02	Month	
507	Monthly Federal Colocation 5 kW Expansion - AZP (80.00 - 160.00 kW)			$ 1,399.19	Month	
508	Monthly Federal Colocation Services - AZP - 160.00 kW			$ 36,120.85	Month	
509	Monthly Federal Colocation 5 kW Expansion - AZP (160.00 - 320.00 kW)			$ 1,128.78	Month	
510	Monthly Federal Colocation Services - AZP - 320.00 kW			$ 68,242.42	Month	
511	Monthly Federal Colocation 5 kW Expansion - AZP (320.00 - 1000.00 kW)			$ 1,066.29	Month	
512	Monthly Federal Colocation Services - AZP - 1000.00 kW			$ 199,874.98	Month	
513	Monthly Federal Colocation 50 kW Expansion - AZP (1000.00 - 2000.00 kW)			$ 9,993.75	Month	
514	Monthly Federal Colocation Services - AZP - 2000.00 kW			$ 380,714.25	Month	
515	Monthly Federal Colocation 50 kW Expansion - AZP (>2000.00 kW)			$ 9,517.85	Month	
516	Monthly Federal Colocation Services - AZS - 4.99 kW			$ 1,452.24	Month	
517	Monthly Federal Colocation Services - AZS - 8.64 kW			$ 2,394.76	Month	
518	Monthly Federal Colocation Services - AZS - 14.40 kW			$ 3,801.21	Month	
519	Monthly Federal Colocation Services - AZS - 20.00 kW			$ 5,028.07	Month	
520	Monthly Federal Colocation 5 kW Expansion - AZS (20.00 - 40.00 kW)			$ 1,257.02	Month	
521	Monthly Federal Colocation Services - AZS - 40.00 kW			$ 9,577.26	Month	
522	Monthly Federal Colocation 5 kW Expansion - AZS (40.00 - 80.00 kW)			$ 1,198.25	Month	
523	Monthly Federal Colocation Services - AZS - 80.00 kW			$ 18,300.31	Month	
524	Monthly Federal Colocation 5 kW Expansion - AZS (80.00 - 160.00 kW)			$ 1,143.77	Month	
525	Monthly Federal Colocation Services - AZS - 160.00 kW			$ 34,857.74	Month	
526	Monthly Federal Colocation 5 kW Expansion - AZS (160.00 - 320.00 kW)			$ 1,089.31	Month	
527	Monthly Federal Colocation Services - AZS - 320.00 kW			$ 63,083.55	Month	
528	Monthly Federal Colocation 5 kW Expansion - AZS (320.00 - 1000.00 kW)			$ 985.68	Month	
529	Monthly Federal Colocation Services - AZS - 1000.00 kW			$ 195,890.38	Month	
530	Monthly Federal Colocation 50 kW Expansion - AZS (1000.00 - 2000.00 kW)			$ 9,794.51	Month	

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531	Monthly Federal Colocation Services - AZS - 2000.00 kW			$ 373,124.52	Month	
532	Monthly Federal Colocation 50 kW Expansion - AZS (>2000.00 kW)			$ 9,328.12	Month	
533	Monthly Federal Colocation Services - NJE - 4.99 kW			$ 1,926.76	Month	
534	Monthly Federal Colocation Services - NJE - 8.64 kW			$ 3,137.13	Month	
535	Monthly Federal Colocation Services - NJE - 14.40 kW			$ 4,768.47	Month	
536	Monthly Federal Colocation Services - NJE - 20.00 kW			$ 6,269.46	Month	
537	Monthly Federal Colocation 5 kW Expansion - NJE (20.00 - 40.00 kW)			$ 1,567.37	Month	
538	Monthly Federal Colocation Services - NJE - 40.00 kW			$ 10,010.53	Month	
539	Monthly Federal Colocation 5 kW Expansion - NJE (40.00 - 80.00kW)			$ 1,251.32	Month	
540	Monthly Federal Colocation Services - NJE - 80.00 kW			$ 30,030.09	Month	
541	Monthly Federal Colocation 5 kW Expansion - NJE (80.00 - 160.00 kW)			$ 1,876.88	Month	
542	Monthly Federal Colocation Services - NJE - 160.00 kW			$ 57,200.16	Month	
543	Monthly Federal Colocation 5 kW Expansion - NJE (160.00 - 320.00 kW)			$ 1,787.49	Month	
544	Monthly Federal Colocation Services - NJE - 320.00 kW			$ 106,901.99	Month	
545	Monthly Federal Colocation 5 kW Expansion - NJE (320.00 - 1000.00 kW)			$ 1,670.35	Month	
546	Monthly Federal Colocation Services - NJE - 1000.00 kW			$ 305,254.86	Month	
547	Monthly Federal Colocation 50 kW Expansion - NJE (1000.00 - 2000.00 kW)			$ 15,262.74	Month	
548	Monthly Federal Colocation Services - NJE - 2000.00 kW			$ 581,437.83	Month	
549	Monthly Federal Colocation 50 kW Expansion - NJE (>2000.00 kW)			$ 14,535.96	Month	
550	Monthly Federal Colocation Services - DEN - 4.99 kW			$ 1,809.93	Month	
551	Monthly Federal Colocation Services - DEN - 8.64 kW			$ 2,984.59	Month	
552	Monthly Federal Colocation Services - DEN - 14.40 kW			$ 4,737.45	Month	
553	250 - 999 kW Variable Metered Power License Fee - AZP			$ 141.76	KW / Per Month	
554	1-4MW Variable Metered Power License Fee - AZP			$ 110.13	KW / Per Month	
555	Variable Metered Power - Utility Power Usage - AZP			$ 81.78	KW / Per Month	
556	250 - 999 kW Variable Metered Power License Fee - AZS			$ 115.99	KW / Per Month	
557	1-4MW Variable Metered Power License Fee - AZS			$ 105.44	KW / Per Month	
558	Variable Metered Power - Utility Power Usage - AZS			$ 109.25	KW / Per Month	
559	250 - 999 kW Variable Metered Power License Fee - DEN			$ 141.06	KW / Per Month	
560	250 - 999 kW Variable Metered Power License Fee - NJE			$ 206.21	KW / Per Month	
561	1-4MW Variable Metered Power License Fee - NJE			$ 153.91	KW / Per Month	
562	Variable Metered Power - Utility Power Usage - NJE			$ 109.41	KW / Per Month	
563	250 - 999 kW Variable Metered Power License Fee - VA			$ 153.49	KW / Per Month	
564	250 - 999 kW Variable Metered Power License Fee - WPA			$ 210.89	KW / Per Month	
565	1-4MW Variable Metered Power License Fee - WPA			$ 164.02	KW / Per Month	
566	Variable Metered Power - Utility Power Usage - WPA			$ 77.56	KW / Per Month	
567	**Other Services - InSight**			**Price**	**Unit of Measure**	**Description of Services**
568	InSight Platform Package			$ 27,083.12	Instance	
569	InSight Additional User			$ 541.67	User	
570	InSight Additional Storage 500 GBs			$ 3,249.97	500 GBs	
571	InSight Enhanced Viewer			$ 32,499.75	Instance / Server	
572	IDP-Infrastructure-IDP Platform - Modelling - 1			$ 5,416.62	Model	
573	IDP-Infrastructure-IDP Platform - Modelling - 2			$ 10,833.25	Model	
574	IDP-Infrastructure-IDP Platform - Modelling - 3			$ 27,083.12	Model	
575	IDP-Infrastructure-IDP Platform - Processing Level 1			$ 3,707.56	Month	
576	IDP-Infrastructure-IDP Platform - Processing Level 2			$ 6,396.47	Month	
577	IDP-Infrastructure-IDP Platform - Processing Level 3			$ 19,189.40	Month	
578	IDP-Infrastructure-IDP Component - HITL			$ 2,276.98	Month	
579	IDP-Storage-Standard Storage			$ 189.05	500GB / Month	
580	Document Classification			$ 0.01	Document	
581	IDP-Document Classification			$ 0.11	Document	
582	IDP-Document Classification and Splitting			$ 0.01	Document	
583	IDP-Data Capture-Text Extraction			$ 0.00	Image	
584	IDP-Data Capture-Entity Extraction - 1			$ 0.03	Image	
585	IDP-Data Capture-Entity Extraction - 2			$ 0.08	Image	
586	IDP-Data Capture-Entity Extraction - 3			$ 0.37	Image	
587	IDP-Data Enrichment-Entity Extraction - Data Enrichment Level 1			$ 0.01	Data Field by Image	
588	IDP-Data Enrichment-Entity Extraction - Data Enrichment Level 2			$ 0.02	Data Field by Image	
589	InSight Essential Edition, Annual Base Subscription			Custom Quote		
590	InSight Essential Edition, Additional Users			Custom Quote		
591	InSight Essential Edition, Additional Storage			Custom Quote		
592	**Other Services - Pathology**			**Price**	**Unit of Measure**	**Description of Services**
593	Initial Move / Inventory Adds			Custom Quote	Cubic Foot	
594	Temperature Controlled Storage			$ 2.55	Cubic Foot	
595	Receiving & Entry			$ 6.57	Case	
596	Regular Retrieval - Case			$ 3.51	Case	
597	Rush Retrieval - Case			$ 7.97	Case	
598	Regular Refile - Case			$ 3.51	Case	
599	Regular Retrieval - Container			$ 3.95	Cubic Foot + Labor	
600	Regular Refile - Container			$ 7.97	Cubic Foot + Labor	
601	Rush Retrieval - Container			$ 3.95	Cubic Foot + Labor	
602	Regular Interfile			$ 5.47	Slide or Block	
603	Individual Listing			$ 0.70	Case	
604	Minimum Service Order Charge			$ 17.11	Order	
605	Monthly Minimum Storage			$ 341.33	Month	
606	Next Day Delivery			$ 42.87	Visit + Handling	
607	Regular Pickup			$ 66.60	Visit + Handling	
608	Rush Delivery - Business Day			$ 132.15	Visit + Handling	
609	Rush Delivery - Weekend / Holiday / After Hours			$ 265.45	Visit + Handling	
610	Rush Pick up - Business Day			$ 42.87	Visit + Handling	
611	Miscellaneous Services - Labor			$ 68.43	Hour	

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612	Re-boxing charge			$ 68.43	Hour + new container cost	
613	Handling			$ 4.11	Cubic Foot	
614	Administrative Fee (Summary Billing)			$ 30.26	Account ID per Month	
615	Administrative Fee (Detailed Billing)			$ 75.62	Account ID per Month	
616	Pathology Storage Minimum Order Value			$ 4,096.00	Year	
617	**Other Services - Information Governance**			**Price**	**Unit of Measure**	**Description of Services**
618	Managing Principal			$ 424.62	Hour	Lead executive responsible for the execution of an Information Governance program and manager of Iron Mountain Principals and other resources delivering the program. This person is an acknowledged expert in Information Governance across the full lifecycle from Strategy through Policy Development, Implementation of both program and system and Operation of the program.
619	Principal			$ 312.22	Hour	Principal Lead executive responsible for execution of the engagement. An expert in Information Governance and leading Information Governance initiatives. Serves in an advisory capacity, providing members of the project team and the client organization a level of quality review to help guide the project to remain on schedule and within budget. Provides management and technical review, industry and Information Governance insight, issue resolution, and employs proven problem solving techniques, directs critical decision making. Responsible for ensuring quality assurance. Minimum years of experience: 10 Minimum education requirement: BA/BS
620	Project Manager III			$ 263.36	Hour	Provides strong senior-level management. Responsible for project delivery and oversight of key business enablers on projects and identification of needs for new tools. Assumes regular interaction and communications with the delegated Client representatives. Maintains responsibility for managing business solutions, delegating appropriate resources, and fostering quality assurance principles across projects and deliverables. Performs day-to-day management of contract support operations, possibly involving multiple tasks and groups of personnel at multiple locations, on a single project. Provides technical guidance to the project team on performance of the work; and reviews the quality of all work products. Organizes, directs, and coordinates the planning and production of contract support activities. Responsible for staffing, project planning, project financials, and staff direction and oversight. Minimum years of experience: 8
621	Project Manager II			$ 222.69	Hour	Provides strong senior-level management. Responsible for project delivery and oversight of key business enablers on projects and identification of needs for new tools. Assumes regular interaction and communications with the delegated Client representatives. Maintains responsibility for managing business solutions, delegating appropriate resources, and fostering quality assurance principles across projects and deliverables. Performs day-to-day management of contract support operations, possibly involving multiple tasks and groups of personnel at multiple locations, on a single project. Provides technical guidance to the project team on performance of the work; and reviews the quality of all work products. Organizes, directs, and coordinates the planning and production of contract support activities. Responsible for staffing, project planning, project financials, and staff direction and oversight. Minimum years of experience: 5 Minimum education requirement: BA/BS
622	Project Manager I			$ 200.43	Hour	Responsible for project delivery and oversight of key business enablers on projects and identification of needs for new tools. Assumes regular interaction and communications with the delegated Client representatives. Maintains responsibility for managing business solutions, delegating appropriate resources, and fostering quality assurance principles across projects and deliverables. Performs day-to-day management of contract support operations, possibly involving multiple tasks and groups of personnel at multiple locations, on a single project. Provides technical guidance to the project team on performance of the work; and reviews the quality of all work products. Organizes, directs, and coordinates the planning and production of contract support activities. Responsible for staffing, project planning, project financials, and staff direction and oversight.
623	Subject Matter Specialist III			$ 274.38	Hour	Develops solutions and delivers expert leadership and support to project teams by leveraging knowledge of theories, principles, or technology in the designated field (domain) or discipline (functional area). Contributes to the implementation of strategy and helps assess the impact of industry trends, policies, and/or standard methodologies. Understands, articulates, and implements best practices related to their area of expertise. Works directly in supervision of lower level SMEs and team members to maintain quality across project deliverables. Often holds an advanced degree or other specialized training.
624	Subject Matter Specialist II			$ 230.30	Hour	Develops solutions and delivers expert leadership and support to project teams by leveraging knowledge of theories, principles, or technology in the designated field (domain) or discipline (functional area). Contributes to the implementation of strategy and helps assess the impact of industry trends, policies, and/or standard methodologies. Understands, articulates, and implements best practices related to their area of expertise. Works directly in supervision of lower level SMEs and team members to maintain quality across project deliverables. Often holds an advanced degree or other specialized training.
625	Subject Matter Specialist			$ 153.12	Hour	Develops solutions and delivers expert leadership and support to project teams by leveraging knowledge of theories, principles, or technology in the designated field (domain) or discipline (functional area). Contributes to the implementation of strategy and helps assess the impact of industry trends, policies, and/or standard methodologies. Understands, articulates, and implements best practices related to their area of expertise. Works directly in supervision of lower level SMEs and team members to maintain quality across project deliverables. Often holds an advanced degree or other specialized training.
626	Senior Associate II			$ 244.98	Hour	Provides senior-level analytical and program support. Contributes to engagement work plan development and often leads assigned engagement tasks to completion within scope and budget. Serves as a senior-level analytical correspondent within engagement team. Responsible for contributing to work plan development, reaching engagement milestones, and leading specific project tasks. Applies business modeling, process modeling, and business design techniques. Conducts analysis of appropriate consulting tools to satisfy program requirements, and creates project deliverables. Formulates diagnoses through financial or statistical modeling, assesses appropriate alternatives, and offers conclusions to Managing Staff. This position performs analyses and makes diagnoses, as well as defines symptoms and problems, and develops conclusions. Participates in organizational assessments, and leads performance measures and indicators analysis.
627	Senior Associate I			$ 220.49	Hour	Provides senior-level analytical and program support. Contributes to engagement work plan development and often leads assigned engagement tasks to completion within scope and budget. Serves as a senior-level analytical correspondent within engagement team. Responsible for contributing to work plan development, reaching engagement milestones, and leading specific project tasks. Applies business modeling, process modeling, and business design techniques. Conducts analysis of appropriate consulting tools to satisfy program requirements, and creates project deliverables. Formulates diagnoses through financial or statistical modeling, assesses appropriate alternatives, and offers conclusions to Managing Staff. This position performs analyses and makes diagnoses, as well as defines symptoms and problems, and develops conclusions. Participates in organizational assessments, and leads performance measures and indicators analysis.
628	Associate II			$ 187.42	Hour	Provides analytical and program support, and is focused on high performance work. Completes assigned engagement tasks within the project scope and budget, while meeting deliverable requirements. Serves as a key analytical resource on engagement team. Assumes responsibility for conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and methodologies to meet project objectives and complete program management activities. Maintains responsibility for quality assurance practices and fostering completion and accuracy of system documentation. May participate in organizational assessments, and performance measures and indicators.
629	Associate I			$ 164.47	Hour	Provides analytical and program support, and is focused on high performance work. Completes assigned engagement tasks within the project scope and budget, while meeting deliverable requirements. Serves as a key analytical resource on engagement team. Assumes responsibility for conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and methodologies to meet project objectives and complete program management activities. Maintains responsibility for quality assurance practices and fostering completion and accuracy of system documentation. May participate in organizational assessments, and performance measures and indicators.
630	Analyst II			$ 79.63	Hour	Provides administrative support and data entry on client engagements. Performs document management tasks such as document preparation, imaging, document and media storage and shipping coordination. Minimum years of experience: 2 Minimum educational requirement: High School Diploma

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631	Analyst I			$ 66.15	Hour	Provides administrative support and data entry on client engagements. Performs document management tasks such as document preparation, imaging, document and media storage and shipping coordination. Minimum years of experience: 1 Minimum educational requirement: High School Diploma
632	Junior Analyst			$ 60.03	Hour	Provides administrative support and data entry on client engagements. Performs document management tasks such as document preparation, imaging, document and media storage and shipping coordination Minimum years of experience: 0 Minimum educational requirement: High School Diploma
633	Senior Training Specialist / Instructor			$ 202.13	Hour	Responsible for the oversight, development, structure/format, and content of training plans, programs, and courses. Works with the client to develop baseline training requirements, develops training plan, establishes baseline/measurement criteria. Develops the course criteria, materials, lesson plans, and training aids. Delivers training (in person, live webinars, recorded online sessions). Able to assess training impact, monitor and report results, and recommend training improvements. May also conduct "train the trainer" sessions to enable the client to facilitate training course. Minimum years of experience: 5 Minimum educational requirement: BA/BS
634	Training Specialist / Instructor			$ 153.12	Hour	Develops training content, plans, courses, and programs. Works with the client to develop baseline training requirements, develops training plan, establishes baseline/measurement criteria. Develops the course criteria, materials, lesson plans, and training aids. Delivers training (in person, live webinars, recorded online sessions). Able to assess training impact, monitor and report results, and recommend training improvements. May also conduct "train the trainer" sessions to enable the client to facilitate training course. Minimum years of experience: 3 Minimum educational requirement: BA/BS
635	Training Coordinator			$ 112.71	Hour	Supports development of training content, plans, courses, and programs. Assists client with developing baseline training requirements, training plans, and baseline/measurement criteria. Helps develops the course materials, lesson plans, and training aids. Conducts research and supports trainer in delivering courses. Minimum years of experience: 1 Minimum educational requirement: High School Diploma
636	Business Analyst III			$ 210.69	Hour	Provides knowledge in business process and system analysis, design, improvement, and implementation efforts or in translating business process needs into technical requirements. Utilizes systems, resources, and personnel to carry out analysis to support management's quest for performance improvement to determine the most useful business solution. Minimum years of experience: 7 Minimum educational requirement: BA/BS
637	Business Analyst II			$ 183.74	Hour	Provides knowledge in business process and system analysis, design, improvement, and implementation efforts or in translating business process needs into technical requirements. Utilizes systems, resources, and personnel to carry out analysis to support management's quest for performance improvement to determine the most useful business solution. Minimum years of experience: 3 Minimum educational requirement: BA/BS
638	Business Analyst I			$ 165.37	Hour	Provides knowledge in business process and system analysis, design, improvement, and implementation efforts or in translating business process needs into technical requirements. Utilizes systems, resources, and personnel to carry out analysis to support management's quest for performance improvement to determine the most useful business solution. Minimum years of experience: 1 Minimum educational requirement: BA/BS
639	Web Designer			$ 186.19	Hour	Designs, plans, or executes the design and layout for Internet and mobile sites, which may include combining text with sounds, pictures, graphics, and video-clips. May supports usability and UX design requirements. Minimum years of experience: 2 Minimum educational requirement: BA/BS
640	Data Architect			$ 249.90	Hour	Defines, designs, or develops relational and/or multi-dimensional databases for warehousing of data. Reviews current data structures and recommends optimizations and reconfigurations as warranted. Minimum years of experience: 7 Minimum educational requirement: BA/BS
641	Application Architect III			$ 249.90	Hour	Plans, designs, develops, redesigns or enhances, installs, or implements various technology products, or enhance computer programs. Applies knowledge of software and programming to develop and test computer systems and produce the necessary outcome for clients. May draft technical white papers to better understand the technology behind them, and to provide instructions that help the client better understand the nature and applications of a specific product. Level 3 is competent in subject matter and concepts and may lead individuals assisting in the work. Minimum years of experience: 7 Minimum educational requirement: BA/BS
642	Application Architect II			$ 218.05	Hour	Plans, designs, develops, redesigns or enhances, installs, or implements various technology products, or enhance computer programs. This individual applies knowledge of software and programming to develop and test computer systems and produces the necessary outcome for clients. May draft technical white papers to better understand the technology behind them, and to provide instructions that help the client better understand the nature and applications of a specific product. Level 2 performs more varied and difficult tasks compared to Level 1, yet has less autonomy than Level 3. Minimum years of experience: 5 Minimum educational requirement: BA/BS
643	Application Architect I			$ 164.15	Hour	Plans, designs, develops, redesigns or enhances, installs, or implements various technology products, or enhance computer programs. This individual applies knowledge of software and programming to develop and test computer systems and produces the necessary outcome for clients. May draft technical white papers to better understand the technology behind them, and to provide instructions that help the client better understand the nature and applications of a specific product. Level 1 performs more routine aspects and is supervised by a more senior team member. Minimum years of experience: 3 Minimum educational requirement: BA/BS
644	Records Analyst IV			$ 214.36	Hour	Conducts records management activities, applying advanced methods, techniques, and technologies to problems of increasing difficulty. Operates and maintains records system, including receipt, storage, retrieval, and disposition. Adheres to documented legal requirements and government regulations affecting retention, dissemination, access, and storage of information. Verifies authenticity of supporting documents; clarifies discrepancies. Minimum 7 years of professional experience providing records management support services. Minimum years of experience: 7 Minimum educational requirement: BA/BS
645	Records Analyst III			$ 177.62	Hour	Conducts records management activities, applying advanced methods, techniques, and technologies to problems of increasing difficulty. Operates and maintains records system, including receipt, storage, retrieval, and disposition. Adheres to documented legal requirements and government regulations affecting retention, dissemination, access, and storage of information. Verifies authenticity of supporting documents; clarifies discrepancies. Minimum years of experience: 5 Minimum educational requirement: BA/BS

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646	Records Analyst II			$ 148.20	Hour	Conducts records management activities, applying advanced methods, techniques, and technologies to problems of increasing difficulty. Operates and maintains records system, including receipt, storage, retrieval, and disposition. Adheres to documented legal requirements and government regulations affecting retention, dissemination, access, and storage of information. Verifies authenticity of supporting documents; clarifies discrepancies. Minimum 3 years of professional experience providing records management support services. Minimum years of experience: 3 Minimum educational requirement: BA/BS
647	Records Analyst			$ 133.63	Hour	Assists in the classification of physical and electronic content in accordance with the information governance policies governing that content. Minimum years of experience: 1 Minimum educational requirement: BA/BS
648	Legal Researcher			$ 132.38	Hour	Conducts legal research regarding information governance (retention, privacy, security, etc.) and assists in mapping legal authorities to client record classes. Minimum years of experience: 1 Minimum educational requirement: BA/BS
649	Artificial Intelligence Engineer			$ 293.99	Hour	Develops software that can be used for artificial intelligence programs, artificial intelligence applications, and machine learning. Works closely with application architects, engineers, and developers to produce systems that utilize artificial intelligence or classify content. Programs systems to seek out specific conditions and respond based on various factors. May be responsible for supervising other programmers as part of his/her duties. Minimum years of experience: 3 Minimum educational requirement: BA/BS
650	Functional Architect 1			$ 227.50	Hour	Functional Architect 1s apply their skills in such areas as systems development, knowledge of business processes, technical background or supervisory capacity to implement business solutions. For example, Functional Architects may perform tasks such as: • Develop functional and technical information system designs • Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula • Lead business process redesign teams in the development of new business process architectures • Design training programs for information systems users • Participate in quality reviews to ensure work complies with specified standards • Develop teamwork plans • Perform workflow analyses • Design and manage databases • Define information systems requirements • Assist in project budget preparation • Level 1 performs more routine aspects of the position and is supervised by higher levels. Minimum years of experience: 5 years Minimum educational requirement: BA/BS
651	Functional Architect 2			$ 259.99	Hour	Functional Architect 2s apply their skills in such areas as systems development, knowledge of business processes, technical background or supervisory capacity to implement business solutions. For example, Functional Architects may perform tasks such as • Develop functional and technical information system designs • Supervise business integration analysts in the development of software designs, computer programming, system testing or training curricula • Lead business process redesign teams in the development of new business process architectures • Design training programs for information systems users • Participate in quality reviews to ensure work complies with specified standards • Develop teamwork plans • Perform workflow analyses • Design and manage databases • Define information systems requirements • Assist in project budget preparation • Level 2 performs more complex aspects of the position and may supervise junior levels. Minimum years of experience: 10 years Minimum educational requirement: BA/BS
652	Technical Architect 1			$ 243.75	Hour	The Technical Architect 1 provides thought leadership related to current and future customer plans with regard to the stated information technology. The Technical Architect 1 possesses knowledge of the future direction and trends associated with information technology. The Technical Architect 1s have experience in designing or implementing information architecture solutions for information technology. The Technical Architect 1 designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Level 1 performs more routine aspects of the position and may be supervised by higher levels. Minimum years of experience: 5 years Minimum educational requirement: BA/BS
653	Technical Architect 2			$ 292.50	Hour	The Technical Architect 2 provides thought leadership related to current and future customer plans with regard to the stated information technology. The Technical Architect 2 possesses knowledge of the future direction and trends associated with information technology. The Technical Architect 2s have experience in designing and implementing information architecture solutions for information technology. The Technical Architect 2 designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Level 2 performs more complex aspects of the position and may supervise junior levels. Minimum years of experience: 10 years Minimum educational requirement: BA/BS
654	Data Scientist 1			$ 236.17	Hour	Responsible for the design, development, and implementation of ML models to and advanced techniques to perform tasks such as classification and entity extraction from various forms of digital content. Guide solution architects and Engineers to deliver ML-based solutions. Level 1 performs more routine aspects of the position and may be supervised by higher levels. Minimum years of experience: 5 years Minimum educational requirement: Master's
655	Data Scientist 2			$ 252.42	Hour	Responsible for the design, development, and implementation of ML models to and advanced techniques to perform tasks such as classification and entity extraction from various forms of digital content. Guide solution architects and Engineers to deliver ML-based solutions. Level 2 performs more complex aspects of the position and may supervise junior levels. Minimum years of experience: 10 years Minimum educational requirement: Master's
656	Engineer 1			$ 203.66	Hour	Engineer 1's are responsible for implementation technical systems and software development. Active participation in high-level technical design and architecture. The Engineer may • Write and test programs according to specifications, which may be provided by Functional Architects, technical architects, or other computer scientists • Update, repair, modify and expand existing computer programs Engineer 1's perform more routine development tasks than more senior engineers Minimum years of experience: 4 years Minimum educational requirement: BA/BS

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657	Engineer 2			$ 219.91	Hour	Engineer 2's are responsible for implementation technical systems and software development. Active participation in high-level technical design and architecture. The Engineer may • Write and test programs according to specifications, which may be provided by Functional Architects, technical architects, or other computer scientists • Update, repair, modify and expand existing computer programs Engineer 2's perform more routine development tasks than more senior engineers Minimum years of experience: 6 years Minimum educational requirement: BA/BS
658	Engineer 3			$ 259.99	Hour	Engineer 3's are responsible for implementation technical systems and software development. Active participation in high-level technical design and architecture. The Engineer may • Write and test programs according to specifications, which may be provided by Functional Architects, technical architects, or other computer scientists • Update, repair, modify and expand existing computer programs Engineer 3's perform more complex development tasks than more junior engineers and may supervise them Minimum years of experience: 8 years Minimum educational requirement: BA/BS
659	Engineering Quality Assurance Specialist			$ 219.91	Hour	Quality Assurance Specialist conducts tests, analyzes the results, and reports observations to the design/development team. They may also interact with clients in order to understand the requirements of the project. The QA Specialist: • Reviews software requirements and preparing test scenarios • Executes tests on software usability. • Analyzes test results on database impacts, errors or bugs, and usability • Prepares reports on all aspects related to the software testing carried out and reporting to the project team and the client Minimum years of experience: 10 years Minimum educational requirement: BA/BS
660	UX Designer 1			$ 203.66	Hour	UX Designer 1's design and build user experiences and user interfaces using a variety of UI and graphics software applications, techniques, and tools; designs and develops user-interface features, dashboards, and special-effects elements. Designs the application to support the organization/customer's strategies and goals relative to business outcome strategy; contributes to the efforts to specify, improve, and implement the look, feel, and function of the application; interfaces directly with customers, users, graphic artists, and architects and engineers. Performs more routine tasks than more senior UX Designers. Minimum years of experience: 5 years Minimum educational requirement: BA/BS
661	UX Designer 2			$ 219.91	Hour	UX Designer 2's design and build user experiences and user interfaces using a variety of UI and graphics software applications, techniques, and tools; designs and develops user-interface features, dashboards, and special-effects elements. Designs the application to support the organization/customer's strategies and goals relative to business outcome strategy; contributes to the efforts to specify, improve, and implement the look, feel, and function of the application; interfaces directly with customers, users, graphic artists, and architects and engineers. Performs more complex tasks than more junior UX designers and may supervise more junior UX designers. Minimum years of experience: 8 years Minimum educational requirement: BA/BS
662	Information Governance Advisory Services Minimum Order Value			$ 20,000.00	One-time Project	
663	**Other Services - Policy and Retention Management**			**Price**	**Unit of Measure**	**Description of Services**
664	Policy Center Solution - Quick Start Engagement Model - Implementation			$ 25,037.11	One-Time	
665	Policy Center Solution - Professional with Global Research Service			$ 48,088.32	One-Time	
666	Policy Center Solution - Professional with Global Research Service and Privacy			$ 134,235.49	One-Time	
667	Policy Center Solution - Professional with Global Research Service (Annual Subscription)			$ 11,094.99	Annual	
668	Policy Center Solution - Professional API Module			$ 6,943.64	Annual	
669	Policy Center Solution - Professional Privacy Module			$ 6,943.64	Annual	
670	Global Research Service Legal Subscription			$ 2,443.93	Annual	
671	Global Research Service Privacy Subscription			$ 381.70	Annual	
672	**Other Services - Digitial Transformation**			**Price**	**Unit of Measure**	**Description of Services**
673	Media Restoration and Migration			Custom Quote	Project	For many organizations, moving to a cloud environment is a key element to modernize their IT infrastructure. However, skyrocketing data volumes makes it difficult to make that first data ingest into the cloud, or in the event of widespread disruption, recovery of a large volume of data. Additionally, transmitting large volumes of data through a limited network can take days if not months to complete. And while an organization can increase the size of their network bandwidth, the cost to do so is prohibitive. Iron Mountain Iron Cloud Data Migration is an Iron Mountain managed data migration service that enables you to move massive amounts of data, in and out of the cloud without the challenges or expense of limited network bandwidth. Using a specially designed appliance, Iron Mountain leverages our security, logistical expertise and chain-of-custody to provide an offline transportation methodology to move large volumes of data for first time cloud ingest or large scale retrieval.
674	Clean Start			Custom Quote	Project	Moving or renovating your workspace? Iron Mountain can access your current space, manage the clean-out process and offer practical advice on how to best manage your information moving forward.
675	Iron Mountain Smart Suite			Custom Quote	Project	Our Smart Suite (Smart Sort, Smart Assign and Smart Reveal) is a collection of technology-driven solutions that simplify, sort, and structure your records inventory automatically and at scale, helping you make smart decisions about what to keep, defensibly destroy, or digitize. No matter how much you're storing or where it's located. https://www.ironmountain.com/services/smart-records-cleanup-suite
676	Iron Mountain Library Services			Custom Quote	Project	Your library is the academic fulcrum and knowledge center of your university, the heart of your city, or the focal point of your community. Your library is also prime real estate and every square foot is precious and coveted. Libraries like yours are always under pressure to create space. Space for dynamic learning, social interaction and new services. Whether you're at the helm of a huge research library or a treasured local hub – you are examining ways to balance the evolving needs of your community while ensuring the protection of and access to your collections.
677	**Other Services - Program Management**			**Price**	**Unit of Measure**	**Description of Services**
678	Vault Specialist			$ 44.95	Hour	
679	Vault Coordinator			$ 73.69	Hour	
680	Records Specialist			$ 44.95	Hour	
681	Records Coordinator			$ 73.69	Hour	
682	Operations Supervisor			$ 84.92	Hour	
683	Project Specialist			$ 44.95	Hour	
684	Project Coordinator			$ 73.69	Hour	
685	Project Supervisor			$ 82.41	Hour	
686	Operations Manager			$ 122.39	Hour	
687	Data Entry Specialist			$ 41.23	Hour	
688	Data Entry Coordinator			$ 67.47	Hour	
689	Quality Assurance Specialist			$ 41.23	Hour	
690	Quality Assurance Coordinator			$ 67.47	Hour	
691	ROI Specialist			$ 52.02	Hour	
692	ROI Coordinator			$ 73.69	Hour	
693	Courier Assistant			$ 49.96	Hour	
694	Courier Light Truck			$ 49.96	Hour	
695	Courier Heavy Truck			$ 62.44	Hour	
696	Courier Tractor Trailer			$ 62.44	Hour	

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697	Transportation Service Coordinator			$ 68.69	Hour	
698	Transportation Supervisor			$ 84.92	Hour	
699	Program Manager I			$ 138.63	Hour	
700	Program Manager II			$ 152.37	Hour	
701	Program Director			$ 208.58	Hour	
702	Program Executive			$ 289.73	Hour	
703	Systems Engineer I			$ 96.16	Hour	
704	Systems Engineer II			$ 126.15	Hour	
705	Systems Administration Manager I			$ 154.86	Hour	
706	Systems Administration Manager II			$ 206.07	Hour	
707	Systems Architect			$ 173.59	Hour	
708	Principal Engineer			$ 232.29	Hour	
709	Implementation Manager I			$ 101.16	Hour	
710	Implementation Manager II			$ 119.89	Hour	

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Price Assumptions		
No.	**Category**	**Item**
1	Multiple (Transportation)	Fuel Surcharge - A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at cic.ironmountain.com/FuelSurcharge.
2	Multiple (Transportation)	Transportation rates do not include handling cost. Handling rates would apply based on actual volume of cubic feet to be transported.
3	Multiple	Pricing does not apply to locations more than 50 miles from an Iron Mountain Service Depot.
4	Multiple	Some of the services and solutions are priced as "Custom Quote". These services require additional scope and details to provide pricing. Pricing of "Custom Quote" is available per the response during Q&A.
5	Records Storage	Image on Demand order minimum charge includes the first 50 page scans.
6	Records Storage	Image on Demand per image fee applies to any page scan past the 50 image Minimum.
7	Records Storage	Inventory Phase Out (Accelerated) assumes no more than 73,000 cubic foot. This rate would apply if the request is to transition more than 1,2000 cf per month.
8	Records Storage	Iron Mountain does not offer half day services. This is indiciated on the price template as "N/A".
9	Secure Shredding	Paper recycling surcharge adjusts monthly and is applied against secure shred services. The paper recycling surcharge is indexed to the national average of recovered paper prices as published by FastMarket RISI's PPI Pulp & Paper Week. The current monthly paper recycling surcharge information can be found at https://www.ironmountain.com/support/how-it-works/resources/paper-recycling.
10	Secure Shredding	For Shredding unless otherwise specified, the pricing is for paper based shredding only.
11	Secure Shredding	The Shred Contamination Fee is assessed when shred transportation teams identify contamination (i.e., non-paper materials) upon "tipping" customers' shred collection container.
12	Secure Shredding	Pricing is for services provided directly by Iron Mountain, within 50 miles of an Iron Mountain transportation depot. Services performed out of Iron Mountain standard service areas or by Approved Subcontractors shall be priced separately.
13	Secure Shredding	Special Project Services provided outside the scope of routine services will be quoted on a per project basis. Pricing for transactional services listed on the Pricing Schedule may differ when they are part of a special project. Additional Labor Fees and a Minimum Service Fee may apply.
14	Data Management	Costs are not inclusive of third party transportation which are the responsibility of the Customer or which are billed directly by the Carrier to the Customer. Third Party Transportation is priced per shipment.
15	Data Management	In months where customers requests tapes / containers, a monthly minimum for media handling will apply. Minimum does not apply in months were media is not requested.
16	Data Management	Additional media requests for a scheduled service must be placed on or before 7:00 PM the previous business day. All "add-on" requests received before 7:00 PM the previous business day will be delivered on the next scheduled service.
17	Digitization	Unless otherwise specified as "OnSite", service offerings are for OffSite Document Conversion Services.
18	Pathology	Please Note, pricing assumes net new materials. Final rate schedule shall be provided at the time of request and shall be based on the scope of service (# tapes stored, frequency, etc.).
19	IT Asset Disposition	Iron Mountain offers both offsite and onsite services. With onsite services, customers can dispose of sensitive assets without ever having them leave the premises. These services can either performed by Iron Mountain employees and equipment, known as Insourced IT Asset Disposition Services, or by a third party where Insourced ITAD is not available. With offsite services, equipment is picked up, transported, and processed with care and consistency by a third party.

Docusign Envelope ID: EF12C8B5-0423-855C-81B4-B30DD8CF837F

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC
501 MERRITT 7
NORWALK, CT 06856
Attn: Norwalk.certrequest@marsh.com Fax: 212-948-0929

CN102809999-IM-GAW-25-26

INSURED
Iron Mountain Incorporated
85 New Hampshire Avenue
Portsmouth, NH 03801

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: NewYork.Certs@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-012554129-01 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G49365457	11/01/2025	11/01/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Boone County Government
5551. S. Tom Bass Rd
Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Kate Branso

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238 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

May Session of the January Adjourned **Term. 20** 26

In the County Commission of said county, on the 7th **day of** May **20** 26

the following, among other proceedings, were had, viz:

Now, on this day, the County Commission of the County of Boone does hereby approve an agreement with Socket Telecom, LLC for Point-to-Point Metro Ethernet Connection. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Michelle Brooks
Buyer

5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392

TO: Boone County Commission
FROM: Michelle Brooks
DATE: April 28, 2026
RE: Bid Award Recommendation: 20-27APR26 – Point-to-Point Metro Ethernet Connection for Road and Bridge

Request for Bid 20-27APR26 – Point-to-Point Metro Ethernet Connection closed on April 27, 2026. The County received two (2) responses from the following bidders: Missouri Network Alliance, LLC d/b/a Bluebird Fiber and Socket Telecom, LLC. Information Technology Department recommends awarding the contract to Socket Telecom, LLC, as the lowest and best bid. The County contract number is C001136.

Invoices will be paid from Department 2083 – R&B IT Hardware & Software, account 48002 – Data Communication. A total of $15,600 is budgeted annually for this service. The award recommendation form and Bid Tab are attached for reference.

cc: Julia Lutz, Information Technology
Greg Edington, Road & Bridge
Bid File

Boone County Purchasing

Michelle Brooks
Buyer

5551 S. Tom Bass Rd.
Room 204
Columbia, MO 65201
Phone: (573) 886-4392
mbrooks@boonemo.gov

TO: Victoria Walter
Administrative Services Manager
Information Technology Department
FROM: Michelle Brooks, Buyer
DATE: APRIL 28, 2026
RE: Bid Award Recommendation: 20-27APR26 – Point to Point Metro Ethernet Connection

Attached is the bid tabulation for the two responses received for the above-referenced bid. Please return this cover sheet with your recommendation by e-mail after you have completed the evaluation of this bid. If you have any questions, let me know.

DEPARTMENT REPLY:

Department / Account: 2083/48002 **; Budgeted for 2026:** $15,000

X **Award Bid by lowest and best bid. Attach your award recommendation letter and describe how you evaluated the responses to determine the low bid and/or best bid.** Socket - 100 mb with managed router

____ **Recommend rejecting bids for reasons detailed on the attached page. (Attach department recommendation).**

Administrative Authority Signature: _____ **Date:** _____

20-27APR26 - Point to Point Metro Ethernet Connection

		Missouri Network Alliance, LLC d/b/a Bluebird Fiber	Socket

4.1. BASE BID: POINT-TO-POINT SERVICE LOCATION

Point-to-Point Metro Ethernet		Bandwidth	Cost	
One-Time Installation Cost				
4.1.1.	20Mb, R&B North, 780 E H	100 Mb		
4.1.2.	20Mb, R&B South, 5551 S	100 Mb		
Service Cost per Month				
4.1.3.	20Mb, R&B North, 780 E H	100 Mb	$ 600.00	$ 565.00
4.1.4.	25Mb, R&B South, 5551 S	100 Mb	$ 600.00	$ 565.00
Hardware Lease per Month				
4.1.5.	25Mb, R&B North, 780 E H	100 Mb		** $ 35.00
4.1.6.	25Mb, R&B South, 5551 S	100 Mb		** $ 35.00

** Optional Managed Router

4.2. ALTERNATE BID: POINT-TO-POINT ADDITIONAL BANDWIDTH

Point-to-Point Metro Ethernet		Bandwidth	Cost	
One-Time Installation Cost				
4.2.1.	20Mb, R&B North, 780 E H	300 Mb		
4.2.2.	20Mb, R&B South, 5551 S	300 Mb		
Service Cost per Month				
4.2.3.	20Mb, R&B North, 780 E H	300 Mb	$ 600.00	$ 790.00
4.2.4.	25Mb, R&B South, 5551 S	300 Mb	$ 600.00	$ 790.00
Hardware Lease per Month				
4.2.5.	25Mb, R&B North, 780 E H	300 Mb		** $ 35.00
4.2.6.	25Mb, R&B South, 5551 S	300 Mb		** $ 35.00

** Optional Managed Router

Point-to-Point Metro Ethernet		Bandwidth	Cost	
One-Time Installation Cost				
4.2.7.	20Mb, R&B North, 780 E H	Mb		
4.2.8.	20Mb, R&B South, 5551 S	Mb		
Service Cost per Month				
4.2.9.	20Mb, R&B North, 780 E H	500 Mb	$ 715.00	$ 860.00
4.2.10.	25Mb, R&B South, 5551 S	500 Mb	$ 715.00	$ 860.00
Hardware Lease per Month				
4.2.11.	25Mb, R&B North, 780 E H	Mb		** $ 35.00
4.2.12.	25Mb, R&B South, 5551 S	Mb		** $ 35.00

** Optional Managed Router

4.5	Renewals: Maximum percent increase for any renewal period	0%	0%

Denny Hoskins
Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

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Search for a Business Entity

Required Field *

Exact Match searches should include corporate designations (Inc., llc, etc.) and punctuation.

We recommend you do not include these for other searches.

Search: Business Name

Search for a Business Entity

Business Name *: Socket Telecom, LLC

Includes names: Starting With ☐ Only Active Corporations

SEARCH

Search Results as of 4/28/2026 10:12 AM

Change page: Page 1 of 1, Items 1 to 1 of 1.

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
SOCKET TELECOM, LLC	LC0050887	Limited Liability Company (Domestic)	Active	5/11/2001	CSC-LAWYERS INCORPORATING SERVICE COMPANY

Change page: Page 1 of 1, Items 1 to 1 of 1.

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Contract Awards Scheduled Maintenance
Apr 27, 2026
The Contract Awards Management will be unavailable for scheduled maintenance on Monday, May 4th, 2026, from 3:00 PM to 7:00 PM (EDT).

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- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

Classification

Excluded Individual

Excluded Entity

Entity Name

e.g. ABC Inc

Socket Telecom, LLC ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Enter CAGE/NCAGE Code

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

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Commission Order # 238-2026

PURCHASE AGREEMENT FOR POINT TO POINT METRO ETHERNET CONNECTION

THIS AGREEMENT, C001136 dated the 7th day of May 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Socket Telecom, LLC.**, herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. ***Contract Documents*** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Point-to-Point Metro Ethernet Connection**, bid number **20-27APR26** any applicable addenda, and the Contractor's Bid Response dated **April 20, 2026,** email dated April 27, 2026, and executed by **Steve Bremer** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the terms, conditions, provisions and requirements contained in the bid specifications shall control over the Contractor's bid response or Contractor's quote forms.

2. ***Purchase*** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide Point-to-Point Metro Ethernet Connection for Road & Bridge North and South **for the period June 1, 2026 through May 31, 2027, with four one-year renewal option periods** for the pricing detailed within. All Point-to-Point Metro Ethernet Connection service shall be provided in conformity with the bid specifications and as set forth in the Contractor's response. All proposed pricing shall remain firm through the end of the final renewal period.

Location	Point to Point Metro Ethernet Bandwidth	Service Cost Per Month	Hardware Lease Per Month
20 Mb, Road & Bridge North	**100 Mb**	**$565.00**	**$35.00**
25 Mb, Road & Bridge South	**100 Mb**	**$565.00**	**$35.00**

Bandwidth may be changed at any time by the County in writing for the following prices:

Point to Point Metro Ethernet Location	Options: Bandwidth	Service Cost Per Month	Hardware Lease Per Month
Option 1 20 Mb, R&B North, 780 E Hwy 124, Hallsville MO 65255	300Mb	$790.00	$35.00
Option 1 25 Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	300Mb	$790.00	$35.00
Option 2 20 Mb, R&B North, 780 E Hwy 124, Hallsville MO 65255	500Mb	$860.00	$35.00
Option 2 25 Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	500Mb	$860.00	$35.00

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3. ***Delivery*** - Contractor agrees to provide Metro Ethernet service within 45 calendar days after receiving Notice to Proceed.

4. ***Billing and Payment*** - All billing shall be invoiced to the Boone County Road & Bridge Department. Invoices may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice. Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. ***Binding Effect*** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. ***Entire Agreement*** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. ***Termination*** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- **a.** The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- **b.** The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- **c.** Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- **d.** If appropriations are not made available and budgeted for any calendar year.

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IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Socket Telecom, LLC

By: Signed by: Steve Bremer 6C65801687CF41D...

Title: Government & Enterprise Sales

BOONE COUNTY, MISSOURI
By: Boone County Commission

Signed by: 2B83ECDD7F6E4A6...
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by: 7D71DEAEB9D74DD...
C.J. Dykhouse, County Counselor

ATTEST:

Signed by: Brianna L. Lennon 242B827B32F14BF...
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: Kyle Riaman by JS E3D6F2FD3CE04B1...

4/29/2026

2083 /48002 / Term & Supply

Signature | Date | Appropriation Account

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Michelle Brooks

From: Steve Bremer <sbremer@corp.socket.net>
Sent: Monday, April 27, 2026 3:30 PM
To: Michelle Brooks
Subject: Re: RFB 20-27APR26 Point to Point Metro Ethernet Connection

CAUTION: This email originated outside of **boonemo.gov**. ONLY use links and attachments which are familiar.

Good afternoon Michelle,

I apologize for the error in providing conflicting pricing in the attachment vs the line item category for 100Mbps. Thank you for allowing me to correct the response.

Pricing for 100Mbps at both 5551 S. Tom Bass Road, Columbia and 780 E Hwy 124, Hallsville, MO should be $565.00 per month.

Let me know if you have questions or need anything else.

Have a great evening!

Steve Bremer | Account Executive | **P:** (800) 762-5383 ext. 111 |

From: Michelle Brooks <MBrooks@boonemo.gov>
Sent: Monday, April 27, 2026 2:58 PM
To: Steve Bremer <sbremer@corp.socket.net>
Subject: RFB 20-27APR26 Point to Point Metro Ethernet Connection

You don't often get email from mbrooks@boonemo.gov. Learn why this is important
Hi Steve,

I noticed the cost for the Point-to-Point Service Locations in Sections 4.1.3 and 4.1.4 is listed twice, but the amounts are different.
Can you please confirm the cost?
Thank you

Michelle Brooks
Buyer
Boone County Government, Missouri

Purchasing Department
5551 S. Tom Bass Rd.
Columbia, MO 65201

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BOONE COUNTY GOVERNMENT

20-27APR26
Socket
Socket Telecom, LLC
Supplier Response

Event Information

Number: 20-27APR26
Title: Point-to-Point Metro Ethernet Connection
Type: Formal Request for Bid
Issue Date: 4/2/2026
Deadline: 4/27/2026 11:00 AM (CT)
Notes: Boone County, hereafter referred to as “County,” proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Point-to-Point Metro Ethernet Services for Boone County – Missouri as specified herein.

Contact Information

Contact: Michelle Brooks - Buyer
Address: Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Email: mbrooks@boonemo.gov

Docusign Envelope ID: 95688063-1744-8DC3-8121-1AF1D33A9C67

Socket Information

Contact: Steve Bremer
Address: 2703 Clark Lane
Columbia, MO 65202
Phone: (573) 817-0000 x111
Email: sbremer@socket.net
Web Address: www.socket.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Steve Bremer
Signature

sbremer@corp.socket.net
Email

Submitted at 4/20/2026 05:24:21 PM (CT)

Supplier Note

Thank you for the opportunity to bid Ethernet services for Boone County. Please contact me with any questions or need for clarification. Steve Bremer

Requested Attachments

Line Item 4.8.

Provide an itemized list of any items with pricing not included in the base and alternate bid that the Bidder deems necessary to provide Internet Service Providers services

Section 4.8.pdf

Request for Bid Response

Attach your entire bid response.
Be sure to include the following:
Response Form
Prior Experience
Certification Regarding Debarment
Work Authorization Certification

20-27APR26 - Point-to-Point Ethernet (Socket).pdf

Response Attachments

20-27APR26 Cover Letter.pdf

Cover Letter

Bid Attributes

1	**Line Item 4.4. - Estimated Delivery** Number of Calendar Days required to provide Metro Ethernet service following receipt of Notice to Proceed Socket will perform a site survey and will secure necessary permits and utility locations within one week after receipt of order. Metro Ethernet service will be delivered within 30-60 calendar days after receipt of order.
2	**Line Item 4.6. Customer Service Support - Days and Hours of Availability** List your days and hours of availability from Sunday to Saturday Customer Service Support for the proposed services is 25/7/265. Mon-Fri 8AM-6PM, Saturday 11AM-8PM 800-762-5383, Opt. 2 After Hours and Weekends 888-876-5522

3 **Line Item 4.7. - Holidays**

Contractor shall list the holidays observed by their company

Socket provides 24/7/365 support for the proposed services.

4 **Line Item 4.9. Cooperative Procurement - Agreement**

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

☑ Yes

☐ No

5 **Agreement with Mandatory Requirements, Terms and Conditions**

By checking the box, the offeror agrees to perform services in compliance with all mandatory requirements, terms and conditions of the RFP.

☑ Confirm

Bid Lines

1 **Package Header**

Line Item 4.1. Base Bid Point-to-Point Service Location

Quantity: 1 UOM: EA Total: $1,210.00

Package Items

1.1 Line Item: 4.1.1. One-Time Installation Cost for bandwidth of 100 Mb

20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: *No response* Total: *No response*

1.2 Line Item: 4.1.2. One-Time Installation Cost for bandwidth of 100 Mb

20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: *No response* Total: *No response*

1.3 Line Item: 4.1.3. Service Cost per Month for bandwidth of 100 Mb

20Mb, R&B R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: $570.00 Total: $570.00

1.4 Line Item: 4.1.4. Service Cost per Month for bandwidth of 100 Mb

25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: $570.00 Total: $570.00

1.5 Line Item: 4.1.5. Hardware Lease per Month for bandwidth of 100 Mb

25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: $35.00 Total: $35.00

Supplier Notes: Ethernet handoff to Boone County network. Socket router not required. Optional managed router is $35/month.

1.6 Line Item: 4.1.6. Hardware Lease per Month for bandwidth of 100 Mb

25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: $35.00 Total: $35.00

Supplier Notes: Ethernet handoff to Boone County network. Socket router not required. Optional managed router is $35/month.

2 Package Header

Line Item 4.2. Alternate Bid: Point-to-Point Additional Bandwidth

Quantity: 1 UOM: EA Total: $3,440.00

Package Items

2.1 Line Item: 4.2.1. One-Time Installation Cost for bandwidth of 300 Mb

20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: *No response* Total: *No response*

2.2 Line Item: 4.2.2. One-Time Installation Cost for bandwidth of 300 Mb

20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: *No response* Total: *No response*

2.3 Line Item: 4.2.3. Service Cost per Month for bandwidth of 300 Mb

20Mb, R&B R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: $790.00 Total: $790.00

2.4 Line Item: 4.2.4. Service Cost per Month for bandwidth of 300 Mb

25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: $790.00 Total: $790.00

2.5 Line Item: 4.2.5. Hardware Lease per Month for bandwidth of 300 Mb

25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: $35.00 Total: $35.00

Supplier Notes: Ethernet handoff to Boone County network. Socket router not required. Optional managed router is $35/month.

2.6 Line Item: 4.2.6. Hardware Lease per Month for bandwidth of 300 Mb

25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: $35.00 Total: $35.00

Supplier Notes: Ethernet handoff to Boone County network. Socket router not required. Optional managed router is $35/month.

2.7 Line Item: 4.2.7. One-Time Installation Cost for bandwidth of ___ Mb

20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: *No response* Total: *No response*

Supplier Notes: 500M Point-to-Point Ethernet

2.8 Line Item: 4.2.8. One-Time Installation Cost for bandwidth of ___ Mb

20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: *No response* Total: *No response*

Supplier Notes: 500M Point-to-Point Ethernet

2.9 Line Item: 4.2.9. Service Cost per Month for bandwidth of ___ Mb

20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: $860.00 Total: $860.00

Supplier Notes: 500M Point-to-Point Ethernet

2.10 Line Item: 4.2.10. Service Cost per Month for bandwidth of ___ Mb

25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: $860.00 Total: $860.00

Supplier Notes: 500M Point-to-Point Ethernet

2.11 Line Item: 4.2.11. Hardware Lease per Month for bandwidth of ___ Mb

25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255

Quantity: 1 UOM: EA Unit Price: $35.00 Total: $35.00

Supplier Notes: Ethernet handoff to Boone County network. Socket router not required. Optional managed router is $35/month.

2.12 Line Item: 4.2.12. Hardware Lease per Month for bandwidth of ___ Mb

25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201

Quantity: 1 UOM: EA Unit Price: $35.00 Total: $35.00

Supplier Notes: Ethernet handoff to Boone County network. Socket router not required. Optional managed router is $35/month.

3 Line Item 4.3. Termination Fee

Quantity: 1 UOM: EA Unit Price: *No response* Total: *No response*

Supplier Notes: In the event the Customer terminates Services prior to the end of the Term, an amount equal to 75% of the monthly payments remaining on the term period will be charged.

4 Line Item 4.5. Renewals: Maximum percent increase for any renewal period

Total: 0%

Response Total: $4,650.00

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Request for Bid (RFB)

Michelle Brooks - Buyer
Boone County Purchasing
5551 S. Tom Bass Rd.
Columbia, MO 65201
(573) 886-4392
Email: mbrooks@boonemo.gov

Bid Data

Bid Number: **20-27APR26**

Commodity Title: **Point-to-Point Metro Ethernet Connection**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission and Bid Opening Deadline and Address:

Day / Date: **Monday, April 27, 2026**

Time: **11:00 A.M. Central Time (Bids received after this time will be returned unopened)**

Bids received after this time will be returned unopened.
The bidder has the option of submitting their bid through the regular or express mail, or submitting an electronic bid using the County's electronic bidding website at:
https://bocomobids.ionwave.net/Login.aspx

Location / Mail Address: **Boone County Purchasing Department**
5551 S. Tom Bass Rd
Columbia, MO 65201

Directions: The Boone County Purchasing Department is in the Boone County Road & Bridge Building located at 5551 S. Tom Bass Road off Highway 63 South from Columbia. A wheelchair accessible entrance is available.

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Request for Bid (RFB)

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**

- **Prior Experience**
- **Standard Terms and Conditions**
- **Instruction for Compliance with House Bill 1549**
- **Certification Regarding Debarment**
- **Work Authorization Certification**
- **"No Bid" Response Form**

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1. *Introduction and General Conditions of Bidding*

1.1. **INVITATION:** Boone County, hereafter referred to as "the County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a contract for the goods and/or services identified on the title page and described in greater detail in Section 2.

The Boone County Purchasing Department allows for secure online bidding using Euna Solutions. Bidders can use the online bidding system to submit their bids electronically or submit their sealed bids using regular or courier mail. Any bid, electronic or hard copy, must be received no later than the specified bid submission deadline time and date. If using the IonWave system to submit their bid, the vendor must be registered on the Euna Solutions platform. The vendor may register at no cost at this website:

https://bocomobids.ionwave.net/VendorRegistration/PreliminaryInfo.aspx.

Only bidders registered with the Euna Solutions system may use Euna Solutions to submit an electronic bid.

1.2. **DEFINITIONS:**

1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.
Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at

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the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier either on-line using Euna Solution or via regular or express mail according to the RFB instructions.

1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Addenda are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT:
Michelle Brooks, Buyer, Boone County Purchasing
5551 S. Tom Bass Rd, Columbia, MO 65201
Telephone: (573) 886-4392
E-mail: mbrooks@boonemo.gov

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.4. **AWARD:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item-by-item basis, by group of items, or on an "all or none" basis, as determined to be in the County's best interests, as determined by the County. That is, the award will not be determined by price alone but will be made to the bidder with the "lowest and best" bid. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.

1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.4.2. **Contract Document:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission

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with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

1.5. **Contract Execution:** This RFB, any addenda thereto, and the Vendor's Response, including any clarifications, will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

1) the provisions of the Contract (as it may be amended);
2) the provisions of the RFB, including any addenda;
3) the provisions of the Vendor's Response, including any clarification.

1.6. **Compliance with Standard Terms and Conditions:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

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2. *Primary Specifications*

2.1. **ITEMS TO BE PROVIDED -** Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Point-to-Point Metro Ethernet** Services for Boone County – Missouri as specified herein.

2.2. **CONTRACT DURATION -** The contract shall be effective from **June 1, 2026 through May 31, 2027.** This contract is subject to annual renewal for **four (4) additional one-year periods** following expiration of the first contract period.

2.2.1. **Contract Extension –** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

2.2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.

2.2.3. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

2.3. **PRICING –** All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.

2.4. **Service Location –** There will be two (2) point-to-point Metro Ethernet service locations.

1) Between Boone County Government Center, 801 East Walnut Street, Room 220, Columbia, Missouri 65201, and Road & Bridge North, 780 E Hwy 124, Hallsville, MO 65255.
   1a) Bandwidth for this connection shall be 100 Mbps or greater.

2) Between Boone County Government Center, 801 East Walnut Street, Room 220, Columbia, Missouri 65201, and Road & Bridge South, 5551 S. Tom Bass Road, Columbia, MO 65201.
   2a) Bandwidth for this connection shall be 100 Mbps or greater.

2.5. **GENERAL CONDITIONS**

2.5.1 The resulting contract shall be for Internet Service Provider services as requested by the Boone County Information Technology Department, and as outlined herein.

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2.5.2. **Contractor must provide:**

2.5.2.1. Point-to-point private line metro Ethernet connection

2.5.2.2. 99.9% service uptime

2.5.2.3. The ability to monitor, report on downtime or outages, and report on usage.

2.5.2.4. All metro Ethernet equipment - The connection must pass all traffic between customer locations, including spanning-tree. Customer handoff will be copper with RJ-45 termination.

2.6. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

2.6.1. The Contractor to whom the point-to-point Metro Ethernet connection contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.

2.6.2. The Contractor must supply three references who have received this service for three consecutive years. Attachment A – Prior Experience may be used.

2.6.3. The Bidder, at the time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.

2.6.4. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance with all said laws, ordinances, rules, and regulations.

2.7 OTHER CONTRACTOR REQUIREMENTS

2.7.1. **Subcontractors:** No subcontractors shall be used without prior approval of the Boone County Information Technology Director.

2.7.2. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.7.3. **Employers Liability and Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide

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Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be $500,000.00 each employee, $500,000.00 each accident, and $500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

2.7.4. **Commercial General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form"** basis.

2.7.5. **Business Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

2.7.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.7.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall

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indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.9. SPECIAL CONDITIONS AND REQUIREMENTS

2.9.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

2.9.2. **Bid Clarification –** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Michelle Brooks, Buyer, Boone County Purchasing, 5551 S. Tom Bass Rd., Columbia, Missouri 65201. Phone: (573) 886-4392 or Email: mbrooks@boonemo.gov.

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3. *Response Presentation and Review*

3.1. **RESPONSE CONTENT –** In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.

3.2. **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline" with NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier, or for Internet disruptions that may impact the performance of the Euna Solution electronic bidding system that the County uses.

3.2.1. **Hard Copy Sealed Bids:** If submitting a hard-copy bid, the bidder should submit the sealed bid to the location specified on the title page, including two (2) complete copies of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date, and time.

3.2.2. **Electronic Bids:** If submitting the bid using the Euna Solution electronic bidding system at https://bocomobids.ionwave.net/Login.aspx, the bidder is cautioned to carefully follow instructions in the electronic solicitation and ensure that all requirements are met, and the bid submission is complete. Refer questions about the electronic bidding process to the Buyer of Record named on page one of this solicitation.

3.2.3. **Advice of Award –** A Bid Tabulation of responses received as well as Award status can be viewed at https://www.showmeboone.com/purchasing/.

3.3. **BID OPENING –** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

3.3.1. **Removal from Vendor Database –** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.4. **RESPONSE CLARIFICATION –** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

3.4.1. **Rejection or Correction of Responses –** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

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3.5. **EVALUATION PROCESS –** Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

3.5.1. **Method of Evaluation –** We will evaluate submitted responses in relation to all aspects of this Bid.

3.5.2. **Acceptability –** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.

3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

3.5.4. **Endurance of Pricing –** Your pricing must be held until contract execution or 60 days, whichever comes first.

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4. ***Response Form***

Company Name:
Socket Fiber

Address:
2703 Clark Lane

City/Zip:
Columbia MO 65202

Phone Number:
573-447-8080

Fax Number:
573-777-7755

E-Mail Address:
sbremer@corp.socket.net

Federal Tax ID:
43-1945370

☑ Corporation
( ) Partnership - Name _____
( ) Individual/Proprietorship - Individual Name _____
( ) Other (Specify) _____

4.1.	**BASE BID: POINT-TO-POINT SERVICE LOCATION**		
Point-to-Point Metro Ethernet		**Bandwidth**	**Cost**
One-Time Installation Cost			
4.1.1.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	100 Mb	$ 0.00
4.1.2.	20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	100 Mb	$ 0.00
Service Cost per Month			
4.1.3.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	100 Mb	$ 565.00
4.1.4.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	100 Mb	$ 565.00
Hardware Lease per Month			

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4.1.5.	25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	100 Mb	$ 35.00 (optional router)
4.1.6.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	100 Mb	$ 35.00 (optional router)

4.2.	**ALTERNATE BID: POINT-TO-POINT ADDITIONAL BANDWIDTH**		
Point-to-Point Metro Ethernet		**Bandwidth**	**Cost**
One-Time Installation Cost			
4.2.1.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	300 Mb	$ 0.00
4.2.2.	20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	300 Mb	$ 0.00
Service Cost per Month			
4.2.3.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	300 Mb	$ 790.00
4.2.4.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	300 Mb	$ 790.00
Hardware Lease per Month			
4.2.5.	25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	300 Mb	$ 35.00 (optional router)
4.2.6.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	300 Mb	$ 35.00 (optional router)
Point-to-Point Metro Ethernet		**Bandwidth**	**Cost**
One-Time Installation Cost			
4.2.7.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	500 Mb	$ 0.00
4.2.8.	20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	500 Mb	$ 0.00
Service Cost per Month			
4.2.9.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	500 Mb	$ 860.00
4.2.10.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	500 Mb	$ 860.00
Hardware Lease per Month			
4.2.11.	25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	500 Mb	$ 35.00 (optional router)
4.2.12.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	500 Mb	$ 35.00 (optional router)

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4.3.	**Termination Fee**	$ 75%
4.4.	**Estimated Delivery:** number of calendar days required to provide Metro Ethernet service following receipt of Notice to Proceed:	45 Calendar days
4.5.	**Renewals:** Maximum percent increase for any renewal period	0 %
	Note: the percentage increase will be taken into consideration during the evaluation of cost.	
4.6.	**Customer Service Support** – Days & Hours of Availability	
	Days: 24x7x365	
	Hours: 24x7x365	
4.7.	Holidays: Contractor shall list the holidays observed by their company: None. Support for proposed services is available 24x7x365	
4.8.	Provide an itemized list of any items with pricing not included above that Bidder deems necessary to provide Internet Service Providers services	
4.9.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? ☑ Yes _____ No	

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign by Hand):

Steve Bremer (Apr 20, 2026 16:07:00 CDT)

Type or Print Signed Name:

04/20/26

Today's Date: 04/20/26

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PRIOR EXPERIENCE
(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: State of Missouri Office of Administration/Information Technology Division
Address: 301 W. High Street, Jefferson City MO
Contact Name: Kristie Bailey
Telephone Number: 573-522-5635
Email: Kristie.bailey@oa.mo.gov
Date of Contract: various contract dates since 2014.
Length of Contract: Contract terms are 4 years and have various start dates.

Description of Prior Services (include dates):

Over (75) Ethernet circuits with bandwidth varying from 50Mbps to 10Gbps.

2. Prior Services Performed for:

Company Name: MOREnet
Address: 221 N Stadium Drive, Columbia MO
Contact Name: Chris Schneider
Telephone Number: 573-882-8429
Email: schneider@more.net
Date of Contract: Various contract dates since 2017.
Length of Contract: Contract terms are 3-5 years and have various start dates.

Description of Prior Services (include dates):

Over (20) Ethernet circuits with bandwidth varying from 50Mbps to 5Gbps.

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3. Prior Services Performed for:

Company Name: Cole County

Address: 350 E High Street, Jefferson City MO

Contact Name: Brian Ridenhour

Telephone Number: _____

Email: bridenhour@colecounty.org

Date of Contract: 2023 for one location and 2025 for another location

Length of Contract: 3 year terms.

Description of Prior Services (include dates):

(2) 1Gbps/1Gbps Dedicated Internet Access circuits.

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Request for Bid (RFB)

Michelle Brooks - Buyer
Boone County Purchasing
5551 S. Tom Bass Rd.
Columbia, MO 65201
(573) 886-4392
Email: mbrooks@boonemo.gov

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.

5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.

7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.

9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.

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13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.

17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. For all bid responses over $25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.

19. Pursuant to Section 34.600 RSMo, for contracts $100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.

21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.

24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610

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RSMo) and will comply with requests for documents in accordance with that law.

Revised: 01/10/24

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INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed $5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of $5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder.* On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder.* If you choose option number two, then you will also need to complete and return the attached form *Affidavit.*

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(Please complete and return with Bid Response)

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF $5,000.00)

County of Boone)
) ss
State of MO)

My name is Jessica Barnes. I am an authorized agent of Socket Telecom, LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Jessica Barnes 3/12/2026
Affiant Date

Jessica Barnes
Printed Name

Subscribed and sworn to before me this 12th day of March, 2026

Notary Public

Also include the *E-Verify Memorandum of Understanding* for the bidder's company with the bid

KATIE A. JACKSON
Notary Public, Notary Seal
State of Missouri
Boone County
Commission # 13475714
My Commission Expires 06-23-2029

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783 Client Company ID Number: 2860718

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Socket Telecom, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 571783

Client Company ID Number: 2860718

This list represents the first 20 Program Administrators listed for this company.

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Request for Bid (RFB)

(Please complete and return with Bid)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steve Bremer / Government & Enterprise Sales

Name and Title of Authorized Representative



Signature

4/20/2026

Date

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20-27APR26: Point-to-Point Metro Ethernet Connection

4.8.
Provide an itemized list of any items with pricing not included above that Bidder deems necessary to provide Internet Service Providers services

Pricing quoted does not include current applicable regulatory fees that Boone County would not be exempt from.

Universal Service Fund 0.15%
Federal Hearing Impaired Relay 2.09%

Please do not hesitate to contact me with any questions.

Steve Bremer
Socket Fiber
sbremer@corp.socket.net
(573) 447-8080 Desk
(573) 301-9480 Mobile

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Response Cover Letter: Point-to-Point Metro Ethernet Connection

Date: April 20, 2026

Michelle Brooks - Buyer– Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201

Re: Bid 20-27APR26 – Point-to-Point Metro Ethernet Connection

Dear Ms. Brooks and the Boone County Evaluation Committee,

Socket Fiber is pleased to submit this proposal to provide Point-to-Point Metro Ethernet Connection for Boone County. As a company headquartered right here in Columbia, Missouri, we are deeply committed to providing the infrastructure that keeps our local government and community connected.

Since 1994, Socket has been a staple of the Mid-Missouri business landscape. We are not just a service provider; we are your neighbors. When the County chooses Socket, you are choosing a partner with a 30-year reputation for reliability, local accountability, and community involvement.

Our proposal offers a carrier-grade fiber solution designed specifically for entities like Boone County Government. We understand that connectivity between offices is a critical public service, and our local network architecture ensures that Boone County has a high performing reliable connection.

We value our relationship with Boone County and look forward to the opportunity to support your technological needs for years to come.

Sincerely,

Steven A. Bremer
Socket Fiber
sbremer@corp.socket.net
(573) 447-8080 Desk
(573) 301-9480 Mobile

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Executive Summary: The Socket Advantage

Socket Telecom's response to RFB 20-27APR26 is built on the foundation of local expertise and enterprise-grade performance. While many national incumbents view Boone County as just another dot on a map, Socket views this project as a vital service to our home community.

1. Local Roots, Global Standards (Since 1994)

For over three decades, Socket has successfully navigated the evolving telecommunications landscape. Our longevity is a testament to our technical stability and our "customer-first" approach. We own and operate our own fiber-optic network, meaning we don't rely on third-party wholesalers or resellers to keep your network running.

2. Unmatched Reliability for Guest Services

Point-to-Point in a government setting requires consistent bandwidth that can handle fluctuating traffic loads. Our Ethernet service provides:

- Symmetrical Upload/Download Speeds: Ensuring smooth performance for video conferencing, large file transfers, and modern web applications.
- Low Latency Architecture: Our local network is optimized for the Columbia, ensuring data travels the shortest possible path.
- Proactive Local Support: In the unlikely event of a service issue, you aren't calling an overseas call center. You are calling a NOC located right here in Columbia, staffed by technicians who understand your needs.

3. Community Commitment & Accountability

Socket is a major employer and taxpayer in Boone County. We are active in local chambers, non-profits, and community development projects. This local presence creates a higher level of accountability—we are motivated to ensure our services perform at their peak because our reputation is built on the success of the organizations we serve in Mid-Missouri.

4. Seamless Implementation

Because of our existing fiber density throughout Columbia and the Government Center area, Socket can offer an aggressive installation timeline with minimal disruption to County operations.

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Request for Bid (RFB)

Michelle Brooks - Buyer
Boone County Purchasing
5551 S. Tom Bass Rd.
Columbia, MO 65201
(573) 886-4392
Email: mbrooks@boonemo.gov

Bid Data

Bid Number: **20-27APR26**
Commodity Title: **Point-to-Point Metro Ethernet Connection**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission and Bid Opening Deadline and Address:

Day / Date: **Monday, April 27, 2026**

Time: **11:00 A.M. Central Time (Bids received after this time will be returned unopened)**

Bids received after this time will be returned unopened.
The bidder has the option of submitting their bid through the regular or express mail, or submitting an electronic bid using the County's electronic bidding website at:
https://bocomobids.ionwave.net/Login.aspx

Location / Mail Address: **Boone County Purchasing Department**
5551 S. Tom Bass Rd
Columbia, MO 65201

Directions: The Boone County Purchasing Department is in the Boone County Road & Bridge Building located at 5551 S. Tom Bass Road off Highway 63 South from Columbia. A wheelchair accessible entrance is available.

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Request for Bid (RFB)

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**

- **Prior Experience**
- **Standard Terms and Conditions**
- **Instruction for Compliance with House Bill 1549**
- **Certification Regarding Debarment**
- **Work Authorization Certification**
- **"No Bid" Response Form**

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1. *Introduction and General Conditions of Bidding*

1.1. **INVITATION:** Boone County, hereafter referred to as "the County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a contract for the goods and/or services identified on the title page and described in greater detail in Section 2.

The Boone County Purchasing Department allows for secure online bidding using Euna Solutions. Bidders can use the online bidding system to submit their bids electronically or submit their sealed bids using regular or courier mail. Any bid, electronic or hard copy, must be received no later than the specified bid submission deadline time and date. If using the IonWave system to submit their bid, the vendor must be registered on the Euna Solutions platform. The vendor may register at no cost at this website:

https://bocomobids.ionwave.net/VendorRegistration/PreliminaryInfo.aspx.

Only bidders registered with the Euna Solutions system may use Euna Solutions to submit an electronic bid.

1.2. **DEFINITIONS:**

1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.
Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at

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the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier either on-line using Euna Solution or via regular or express mail according to the RFB instructions.

1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Addenda are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT:
Michelle Brooks, Buyer, Boone County Purchasing
5551 S. Tom Bass Rd, Columbia, MO 65201
Telephone: (573) 886-4392
E-mail: mbrooks@boonemo.gov

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.4. **AWARD:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item-by-item basis, by group of items, or on an "all or none" basis, as determined to be in the County's best interests, as determined by the County. That is, the award will not be determined by price alone but will be made to the bidder with the "lowest and best" bid. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.

1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.4.2. **Contract Document:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission

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with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.

1.5. **Contract Execution:** This RFB, any addenda thereto, and the Vendor's Response, including any clarifications, will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

1) the provisions of the Contract (as it may be amended);
2) the provisions of the RFB, including any addenda;
3) the provisions of the Vendor's Response, including any clarification.

1.6. **Compliance with Standard Terms and Conditions:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

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2. ***Primary Specifications***

2.1. **ITEMS TO BE PROVIDED -** Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Point-to-Point Metro Ethernet** Services for Boone County – Missouri as specified herein.

2.2. **CONTRACT DURATION -** The contract shall be effective from **June 1, 2026 through May 31, 2027.** This contract is subject to annual renewal for **four (4) additional one-year periods** following expiration of the first contract period.

2.2.1. **Contract Extension –** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

2.2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.

2.2.3. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

2.3. **PRICING –** All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.

2.4. **Service Location –** There will be two (2) point-to-point Metro Ethernet service locations.

1) Between Boone County Government Center, 801 East Walnut Street, Room 220, Columbia, Missouri 65201, and Road & Bridge North, 780 E Hwy 124, Hallsville, MO 65255.
   1a) Bandwidth for this connection shall be 100 Mbps or greater.

2) Between Boone County Government Center, 801 East Walnut Street, Room 220, Columbia, Missouri 65201, and Road & Bridge South, 5551 S. Tom Bass Road, Columbia, MO 65201.
   2a) Bandwidth for this connection shall be 100 Mbps or greater.

2.5. **GENERAL CONDITIONS**

2.5.1 The resulting contract shall be for Internet Service Provider services as requested by the Boone County Information Technology Department, and as outlined herein.

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2.5.2. **Contractor must provide:**

2.5.2.1. Point-to-point private line metro Ethernet connection

2.5.2.2. 99.9% service uptime

2.5.2.3. The ability to monitor, report on downtime or outages, and report on usage.

2.5.2.4. All metro Ethernet equipment - The connection must pass all traffic between customer locations, including spanning-tree. Customer handoff will be copper with RJ-45 termination.

2.6. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

2.6.1. The Contractor to whom the point-to-point Metro Ethernet connection contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.

2.6.2. The Contractor must supply three references who have received this service for three consecutive years. Attachment A – Prior Experience may be used.

2.6.3. The Bidder, at the time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.

2.6.4. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance with all said laws, ordinances, rules, and regulations.

2.7 OTHER CONTRACTOR REQUIREMENTS

2.7.1. **Subcontractors:** No subcontractors shall be used without prior approval of the Boone County Information Technology Director.

2.7.2. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.7.3. **Employers Liability and Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide

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Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be $500,000.00 each employee, $500,000.00 each accident, and $500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

2.7.4. **Commercial General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form"** basis.

2.7.5. **Business Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

2.7.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.7.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall

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indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.9. SPECIAL CONDITIONS AND REQUIREMENTS

2.9.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

2.9.2. **Bid Clarification –** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Michelle Brooks, Buyer, Boone County Purchasing, 5551 S. Tom Bass Rd., Columbia, Missouri 65201. Phone: (573) 886-4392 or Email: mbrooks@boonemo.gov.

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3. *Response Presentation and Review*

3.1. **RESPONSE CONTENT –** In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.

3.2. **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline" with NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier, or for Internet disruptions that may impact the performance of the Euna Solution electronic bidding system that the County uses.

3.2.1. **Hard Copy Sealed Bids:** If submitting a hard-copy bid, the bidder should submit the sealed bid to the location specified on the title page, including two (2) complete copies of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date, and time.

3.2.2. **Electronic Bids:** If submitting the bid using the Euna Solution electronic bidding system at https://bocomobids.ionwave.net/Login.aspx, the bidder is cautioned to carefully follow instructions in the electronic solicitation and ensure that all requirements are met, and the bid submission is complete. Refer questions about the electronic bidding process to the Buyer of Record named on page one of this solicitation.

3.2.3. **Advice of Award –** A Bid Tabulation of responses received as well as Award status can be viewed at https://www.showmeboone.com/purchasing/.

3.3. **BID OPENING –** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

3.3.1. **Removal from Vendor Database –** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.4. **RESPONSE CLARIFICATION –** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

3.4.1. **Rejection or Correction of Responses –** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

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3.5. **EVALUATION PROCESS –** Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

3.5.1. **Method of Evaluation –** We will evaluate submitted responses in relation to all aspects of this Bid.

3.5.2. **Acceptability –** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.

3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

3.5.4. **Endurance of Pricing –** Your pricing must be held until contract execution or 60 days, whichever comes first.

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4. ***Response Form***

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Federal Tax ID: _____

( ) Corporation
( ) Partnership - Name _____
( ) Individual/Proprietorship - Individual Name _____
( ) Other (Specify) _____

4.1.	**BASE BID: POINT-TO-POINT SERVICE LOCATION**		
Point-to-Point Metro Ethernet		**Bandwidth**	**Cost**
One-Time Installation Cost			
4.1.1.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	100 Mb	$
4.1.2.	20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	100 Mb	$
Service Cost per Month			
4.1.3.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	100 Mb	$
4.1.4.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	100 Mb	$
Hardware Lease per Month			

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4.1.5.	25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	100 Mb	$
4.1.6.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	100 Mb	$

4.2.	**ALTERNATE BID: POINT-TO-POINT ADDITIONAL BANDWIDTH**		
Point-to-Point Metro Ethernet		**Bandwidth**	**Cost**
One-Time Installation Cost			
4.2.1.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	300 Mb	$
4.2.2.	20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	300 Mb	$
Service Cost per Month			
4.2.3.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	300 Mb	$
4.2.4.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	300 Mb	$
Hardware Lease per Month			
4.2.5.	25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	300 Mb	$
4.2.6.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	300 Mb	$
Point-to-Point Metro Ethernet		**Bandwidth**	**Cost**
One-Time Installation Cost			
4.2.7.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	_____ Mb	$
4.2.8.	20Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	_____ Mb	$
Service Cost per Month			
4.2.9.	20Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	_____ Mb	$
4.2.10.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	_____ Mb	$
Hardware Lease per Month			
4.2.11.	25Mb, R&B North, 780 E Hwy 124, Hallsville, MO 65255	_____ Mb	$
4.2.12.	25Mb, R&B South, 5551 S. Tom Bass Road, Columbia, MO 65201	_____ Mb	$

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4.3.	**Termination Fee**	$
4.4.	**Estimated Delivery:** number of calendar days required to provide Metro Ethernet service following receipt of Notice to Proceed:	_____ Calendar days
4.5.	**Renewals:** Maximum percent increase for any renewal period	_____ %
	Note: the percentage increase will be taken into consideration during the evaluation of cost.	
4.6.	**Customer Service Support** – Days & Hours of Availability	
	Days:	
	Hours:	
4.7.	Holidays: Contractor shall list the holidays observed by their company: _____ _____	
4.8.	Provide an itemized list of any items with pricing not included above that Bidder deems necessary to provide Internet Service Providers services	
4.9.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No	

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign by Hand):

_____

Type or Print Signed Name:

_____

Today's Date: _____

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PRIOR EXPERIENCE
(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Email: _____

Date of Contract: _____

Length of Contract: _____

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Email: _____

Date of Contract: _____

Length of Contract: _____

Description of Prior Services (include dates):

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3. Prior Services Performed for:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Email: _____

Date of Contract: _____

Length of Contract: _____

Description of Prior Services (include dates):

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Request for Bid (RFB)

Michelle Brooks - Buyer
Boone County Purchasing
5551 S. Tom Bass Rd.
Columbia, MO 65201
(573) 886-4392
Email: mbrooks@boonemo.gov

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.

5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.

7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.

9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.

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13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.

17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. For all bid responses over $25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.

19. Pursuant to Section 34.600 RSMo, for contracts $100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.

21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.

24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610

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RSMo) and will comply with requests for documents in accordance with that law.

Revised: 01/10/24

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INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed $5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of $5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder.* On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder.* If you choose option number two, then you will also need to complete and return the attached form *Affidavit.*

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COUNTY OF BOONE – MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF $5,000.00)

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____ _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____
Affiant Date

_____
Printed Name

Subscribed and sworn to before me this ___ day of _____, 20___.

_____
Notary Public

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Request for Bid (RFB)

(Please complete and return with Bid)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name and Title of Authorized Representative

_____ _____
Signature Date

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Request for Bid (RFB)

Michelle Brooks - Buyer
Boone County Purchasing
5551 S. Tom Bass Rd.
Columbia, MO 65201
(573) 886-4392
Email: mbrooks@boonemo.gov

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail.

Bid: 20-27APR26 – Point-to-Point Metro Ethernet Connection

Business Name: _____

Address: _____

_____

_____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

_____

_____

_____

_____

239 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

May Session of the January Adjourned **Term. 20** 26

In the County Commission of said county, on the 7th **day of** May **20** 26

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the award Contract C001129 (MC250182007) - 2026 Ford F550 for the Boone County Road & Bridge Department. The contract is set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Brijanna Purdy
Buyer

5551 S. Tom Bass Rd.
Room 206
Columbia, MO 65201
Phone: (573) 886-4394
bpurdy@boonemo.gov

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy
DATE: April 27, 2026
RE: ***Cooperative Contract Award*** *– C001129 from MC250182007 – New Motor Vehicles QVL – for a New 2026 Ford F550 through MCMFO, LLC, DBA Joe Machens Ford Lincoln*

The Boone County Purchasing Department requests permission to utilize the State of Missouri QVL #MC250182007 – New Motor Vehicles with MCMFO, LLC DBA Joe Machens Ford Lincoln to purchase one (1) new 2026 Ford F550 with Knapheide equipment package for the Road & Bridge Department. Quotes were solicited from each of the 15 dealerships listed on the QVL's Medium Duty Vehicles category list. Three responses were received. The Boone County Road & Bridge Department recommends an award to MCMFO, LLC for providing the lowest and best quote.

The Boone County contract number is C001129. Total cost of this purchase is $87,459.00.

The Purchasing Department requests permission to dispose of the following surplus:

2016 Ford F550 Crew Truck 4X4 – Tag #19781

This purchase will be paid by department 2040 – R&B Road Maintenance & account 92400 – Replacement Auto/Trucks with a budget of $90,000.00.

cc: Robert Sapp – Road and Bridge Department
Contract File

04/22/26
RQST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

507	Joe Machens Ford Inc	MC250182007
VNDR #	VENDOR NAME	BID #

Ship to Dept #: 2040 Bill to Dept #: 2040

Dept	Account	Item Description	Qty	Unit Price	Amount
2040	92400	New 2026 Ford F550 with Knapheide Equipment Package	1	$87,459.00	$87,459.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				GRAND TOTAL:	87,459.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

Auditor Approval

S:\PU\AUDFRMS\Purchase Requisitions 2026\C001129 (MC250182007) - New 2026 Ford F550 - Road & Bridge

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

February 4th, 2026 **State Contract # MC250182007**

Fleet Order

Subject: Joe Machens Proposal on a **2026 Ford F550, Crew Cab & Chassis, 4x4**

To: Whom It May Concern;

As per the requested quote on a 2026 Ford F550, Joe Machens Ford proposes the following. The Ford F550 includes the factory standard options. This vehicle also has the standard options from the State Contract and other options as noted below.

Price – Dealer Code – Option, Included Equipment
$58,216 – W5H – 2026 Ford F550 (W5H)

Crew Cab & Chassis
Dual Rear Wheels
4 Wheel Drive
7.3L Gas Engine (99N)
60" cab to axle (179" wheelbase)
Automatic Transmission
Transmission PTO Provision
Standard Rear Axle
Standard GVWR
Standard Air Bags
AM/FM Radio
Air Conditioning & Heat
Dual Rear Wheels
Power Windows, Locks, Mirrors & Key Fobs
All Season Tires
Cruise control and Tilt
Daytime Running Lights
2 sets of keys
Bluetooth
Vinyl Flooring
Vinyl Seats 40/20/40 (AS)

Optional equipment (Price – Dealer Code – Option): (included in 'Total' below)
$250 – 41H – Engine Block Heater
$395 – X4L / X8L – Limited Slip Rear Axle
$215 – 67B – 410 Amp Alternator **(req'd w/ 7.3L V8)**
$0 – 86M – Dual Batteries **(req'd w/ 7.3L V8)**
$190 – TGM – 225/70Rx19.5G BSW Traction, 4X4 (4 traction rear, 2 a/p tires front)
$350 – 473 – Snow Plow Prep Pkg
$180 – 61L – Wheel well liner (front only)
$230 – 76C – Exterior Back-up Alarm
$225 – 43C – 110V / 400W Outlet in cab
$515 – 872 – Rear Backup Camera Prep Pkg
$425 – 96V – XL Chrome Pkg, to Incl...(N/A w/ STX Appearance Pkg (17S))
- Chrome front bumper & Grille • Remote Start • Halogen Fog Lamps
- Power Sliding Rear Glass w/ Rear Window Defrost (SuperCab and Crew Cab only)

$200 – PTS – 3rd Set of Keys or Key FOBS
$150 – 41P – Skid Plates
$300 – PTS – AW Mats
$100 – 59H – Rear Center Mount High Stop Light
$0 – 65Z – 40 gal after axle fuel tank (standard)
$0 – 66S – Upfitter Switches (std on Chassis Cab)
$200 – QZ – Exterior Color: Race Red
$315 – 1S – Interior: Cloth Seats 40/20/40 Bench
$0 – DEL – Delivery / Fees

Optional equipment from Knapheide (Price – Dealer Code – Option) (incl in price below):
$25,003 – GHXXXX – Knapheide Equipment (see following pages)

Total
$87,459 (2026 Ford F550, Crew Cab & Chassis, 4x4, 60" cab to axle) (Large 4 door)
(Ordering is open!)

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Other Options to be considered (Add to Total above if desired):

$350 – 512 – Spare Wheel & Tire
$300 – 52B – Trailer Brake Controller
$440 – 18B – Running Boards
$210 – TGK – 225/70Rx19.5G BSW Traction, 4X4 (4 traction rear, 2 traction front)
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$600 – 64J – 17" Forged Aluminum Wheels in lieu of Painted Steel
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$580 – 535 – High-Capacity Trailer Tow Pkg (Increases GCW on diesel - 32,500 to 40,000 lbs)
(Req. diesel engine and limited slip axle)
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(Req. limited slip axle and 84" cab to axle on Gas only)
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$120 – 63C – After Axle Frame Extension

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Braden Schlueter, Fleet Department Manager.

Thanks,

Braden Schlueter, Fleet Manager, Joe Machens Ford, 573-777-1089, bschlueter@machens.com

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QUOTE: QU-46-1049246-1

Seq	Description	Item	Quantity	Total
1	**** Gov't / Municipal Pricing **** PGTD-84 9' Gooseneck Platform (Ford Diesel) Tapered Bulkhead to Conform to Cab with Integrated LED Lights and Light Boxes Punched Hexagonal Bulkhead Rear Skin Includes Integrated LED Lights and Light Boxes Tapered Front Corners for Improved Visibility Tapered Rear Corners Designed for Shorter Swing Radius Full Length Integrated Side Packs with Full Height Front and Low Profile Rear Compartments Full Length Top Opening Lids on Horizontal Compartments to Access Storage B&W Turnover Ball® rated at 30,000lb Gross Trailer Weight, with 7500lb Tongue Weight Bright Aluminum Treadplate Step Plates Includes Front End Panel Rock Guards Tread Plate Floor - 1/8" Steel Tread Plate 12 Gauge Cross-Sills on 16" Centers Structural Long Sills LED Clearance and Marker Lights Class V, 2.5" Receiver Hitch 21K 12" High Slam Tailgate 7-Way Trailer Plug at Rear Receiver Hitch LED Flush Mount Lights with Automotive Wire Harness Factory Supplied Backup Camera Installed if Ordered with Chassis K-Coat Corrosion Protection with Knapheide's Exclusive 12-Stage Electro-Coating Perma Paint System Body Fully Undercoated Finish Painted Black (Single Stage Enamel) --Additional Paint Charges May Apply to Non-Standard Paint Colors Rear Strobes Activitated	PACKAGE	1.00	13,042.00
2	(2) Two Front Strobe Light Package Installed on Front Grille Wired Ignition Hot to Upfitter Switch in Cab (Same Switch as Rear Strobes)	3669541A	1.00	400.00
3	CTECH 6 Drawer Unit (3-3", 2-6", 1-7") 28.0"W x 20.0"H x 16.0"D Installed in Street Side First Vertical Compartment	PACKAGE	1.00	2,451.00
4	Western 8'6" PRO PLUS Snow Plow Package Package Includes: (1) 8'6" PRO PLUS Mid Steel Blade Assembly (1) PRO PLUS Attachment (1) Vehicle Specific Truck Mount (1) Plug-In Halogen Harness Kit (1) Plow Halogen Headlight Kit (1) FLEET FLEX Hand Held Controller (1) Vehicle Isolation Module 3-pon	PACKAGE	1.00	9,110.00
Total does not include any applicable taxes or transportation charges unless specifically noted herein			Subtotal:	$25,003.00
			Total:	$25,003.00

Ford | LINCOLN

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3-20-2026 Fixed Asset Tag Number: 19781

Description of Asset: 2016 Ford F550 Crew truck 4 x 4

Requested Means of Disposal: ☒Sell ☐Trade-In ☐Recycle/Trash ☐Other, Explain:

RECEIVED
MAR 24 2026
BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): 1FD0W5HT0GEA39383

Condition of Asset: Fair

Reason for Disposition: Scheduled replacement

Location of Asset and Desired Date for Removal to Storage: R&B tom Bass(Ready for disposal 4 weeks after replacement arrives))

Was asset purchased with grant funding? ☐YES ☒NO
If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐YES ☐NO
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 9/21/15 G/L Account for Proceeds 2040-3835 F

Original Acquisition Amount 49,625

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____Transfer Department Name_____ Number_____

Location within Department_____

Individual_____

_____Trade _____Auction _____Sealed Bids

_____Other Explain_____

Commission Order Number_____

Date Approved_____

Signature_____

C:\Shared\Desktop\FA Disposal\2026 disposals\FA 19781(1706) 2016 Ford F550 crew truck.docx

Limited Liability Company Details as of 4/22/2026

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:
General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination
Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS

Create Filing

Amended Certificate of Registration of a Foreign LLC

FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

Name	MCMFO, LLC	Principal Office Address	425 West Capitol Ave Suite 3000 Little Rock, AR 72201
Type	Limited Liability Company	Charter No.	FL001414106
Domesticity	Foreign	Home State	DE
Registered Agent	NATIONAL REGISTERED AGENTS, INC. 5661 Telegraph Rd Ste 4B Saint Louis, MO 63129-4275	Status	Active
Date Formed	6/10/2015		
Duration	Perpetual		

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An official website of the United States government Here's how you know

Subcontracting Plan Reporting Contract Retrieval Issue Show Details
Apr 17, 2026

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025

See All Alerts

SAM.GOV®

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All Words | e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | **Search Editor**

- ◯ Any Words ⓘ
- ◯ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

"MCMFO, LLC" ×

- Classification
- Excluded Individual
- Excluded Entity
- Federal Organizations
- Exclusion Type
- Exclusion Program
- Location
- Dates

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Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

239-2026
Commission Order # _____

PURCHASE AGREEMENT
FOR
NEW MOTOR VEHICLES QVL
2026 FORD F550

THIS AGREEMENT, C001129, dated the 7th day of May 2026, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MCMFO, LLC DBA Joe Machens Ford Lincoln,** herein "Vendor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. ***Contract Documents* –** This agreement shall consist of this Purchase Agreement to furnish and deliver **one (1) New 2026 Ford F550 Crew Cab and Chassis, 4X4 with the Knapheide Equipment Package,** compliant with all bid specifications and any addendum issued for the State of Missouri contract **MC250182007**, Joe Machens Ford Lincoln quote QU-46-1049246-1 dated on February 4th, 2026, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the State of Missouri contract **MC250182007** shall prevail and control over the vendor's bid response or vendor's quote forms.

2. ***Purchase*** – The County agrees to purchase from the Vendor, and the Vendor agrees to supply the County with **one (1) New 2026 Ford F550 Crew Cab and Chassis, 4X4 with Knapheide Equipment Package**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

Line Item	Description	Quantity	Unit Price
1.	**New Ford F550 Crew Cab and Chassis, 4X4**	1	$62,456.00
2.	**Knapheide Equipment Package**	1	$25,003.00
Total:			**$87,459.00**

3. ***Delivery/Owner's Manual* –** Vendor agrees to deliver the vehicle under the terms as set forth in the contract and coordinate with the Boone County Road & Bridge Department. Delivery shall be to the Boone County Road and Bridge Department, Attn: Robert Sapp, 5551 S. Tom Bass Rd., Columbia, MO 65201. Prior to delivery, the Vendor shall contact Robert Sapp, 573-449-8515, to schedule the actual delivery date. The Owner's Manual for the vehicle shall accompany the vehicle upon delivery.

4. ***Warranty* –** The standard manufacturer's warranty, as quoted, shall apply to this purchase.

5. ***Title* –** Specific instructions about titling the vehicle will be provided by the County at the time the Purchase Order is sent to the contractor. The contractor shall title the vehicle in the name of **Boone County Road & Bridge.** Each title shall be sent to this address: 5551 S. Tom Bass Rd. Columbia, MO, 65201.

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6. ***Billing and Payment*** – All billing shall be invoiced to the Boone County Road and Bridge Department. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. ***Binding Effect*** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. ***Termination*** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
   - **a.** The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
   - **b.** The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
   - **c.** Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
   - **d.** If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

MCMFO, LLC
DBA Joe Machens Ford Lincoln

Signed by:
by Braden Schuster
1EE8BE59FA26486...

Fleet Diector
title

BOONE COUNTY, MISSOURI
by: Boone County Commission

Signed by:
2B83ECDD7F6E4A6...
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
7D71DEAEB9D74DD...
CJ Dykhouse, County Counselor

ATTEST:

Signed by:
Brianna L. Lennon
242B827B32E14BF...
Brianna L. Lennon, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Kyle Rieman
by
E3D6F2FD3CE04B1...
Signature

4/29/2026
Date

2040-92400: $87,459.00
Appropriation Account

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.

5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.

7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.

9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.

13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.

17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. For all bid responses over $25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.

19. Pursuant to Section 34.600 RSMo, for contracts $100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.

21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.

24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

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2	(2) Two Front Strobe Light Package Installed on Front Grille Wired Ignition Hot to Upfitter Switch in Cab (Same Switch as Rear Strobes)	36595414	1.00	400.00
3	CTECH 6 Drawer Unit (3-3", 2-5", 1-7") 28.0"W x 29.8"H x 16.0"D Installed in Street Side First Vertical Compartment	PACKAGE	1.00	2,451.00
4	Western 8'6" PRO PLUS Snow Plow Package Package Includes: (1) 8'6" PRO PLUS Mild Steel Blade Assembly (1) PRO PLUS Attachment (1) Vehicle Specific Truck Mount (1) Plug-In Halogen Harness Kit (1) Plow Halogen Headlight Kit (1) FLEET FLEX Hand Held Controller (1) Vehicle Isolation Module 3-port	PACKAGE	1.00	9,110.00
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			**Subtotal:**	**$25,003.00**
			Total:	**$25,003.00**

Ford | LINCOLN

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NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102
www.oa.mo.gov/purch

CONTRACT NUMBER	CONTRACT TITLE
MC250182007	Statewide New Motor Vehicles Qualified Vendor's List
AMENDMENT NUMBER	**CONTRACT PERIOD**
02	July 1, 2026 through June 30, 2027
REQUISITION/REQUEST NUMBER	**MissouriBUYS PROACTIS/MOVERS SYSTEM ID**
N/A	MB00095149/1004754
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Joe Machens Ford Lincoln 1911 West Worley PO Box 1078 Columbia, MO, 65202	Various State Agencies Located Throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The State of Missouri hereby exercises its option to renew the contract.

All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.

SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.

BUYER	BUYER CONTACT INFORMATION
Danielle Gesch	Email: Danielle.Gesch@oa.mo.gov Phone: (573) 751-3331 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Danielle Gesch	03/13/26

DIRECTOR OF PURCHASING

Stacia L. Dawson

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

NOTICE OF CONTRACT AMENDMENT

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
MC250182007	Statewide New Motor Vehicles Qualified Vendor's List
AMENDMENT NUMBER	**CONTRACT PERIOD**
01	July 1, 2025 through June 30, 2026
REQUISITION/REQUEST NUMBER	**MissouriBUYS PROACTIS/MOVERS SYSTEM ID**
N/A	MB00095149/1004754
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Joe Machens Ford Lincoln 1911 West Worley PO Box 1078 Columbia, MO, 65202	Various State Agencies Located Throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract MC250182007 is hereby amended pursuant to the attached amendment #01, dated 09/22/2025.

BUYER	BUYER CONTACT INFORMATION
Kelsey Huwe	Email: Kelsey.Huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Kelsey Huwe	9/25/25

DIRECTOR OF PURCHASING

Karen S. Boeger

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT AMENDMENT

AMENDMENT NO.: 01
CONTRACT NO.: MC250182007
TITLE: Statewide New Motor Vehicles Qualified Vendor's List
ISSUE DATE: 09/22/2025

REQ NO.: N/A
BUYER: Kelsey Huwe
PHONE NO.: (573) 522-1308
E-MAIL: kelsey.huwe@oa.mo.gov

TO: Joe Machens Ford Lincoln
1911 West Worley
PO Box 1078
Columbia, MO, 65202

RETURN AMENDMENT BY NO LATER THAN: 09/29/2025 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

SCAN AND E-MAIL TO:	allyson.daro@oa.mo.gov
FAX TO:	(573) 526-9816

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies
Located Throughout the State of Missouri

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
JCDCJ, LLC DBA Capital City FORD	MB0009151419/1004754
MAILING ADDRESS	
3201 Missouri Blvd.	
CITY, STATE, ZIP CODE	
Jefferson City, MO 65109	

CONTACT PERSON	EMAIL ADDRESS
Braden Schlueter	bschlueter@machens.com
PHONE NUMBER	FAX NUMBER
573-777-1089	

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)

___ Corporation ___ Individual ___ State/Local Government X Partnership ___ Sole Proprietor ___ IRS Tax-Exempt

AUTHORIZED SIGNATURE	DATE
	9-22-25
PRINTED NAME	TITLE
Braden Schlueter	Fleet Manager

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

AMENDMENT #01 TO CONTRACT MC250182007

CONTRACT TITLE: **Statewide New Motor Vehicles Qualified Vendor's List**

CONTRACT PERIOD: **July 1, 2025 through June 30, 2026**

The State of Missouri desires to amend the above-referenced contract, to revise paragraph 2.6.6 and Attachment 1, Price Quote Request Form, New Motor Vehicles.

The following language has been revised as stated below:

1. Paragraph 2.6.6 is revised as follows:

   2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor's ***firm, fixed price, offered*** in the contractor's PQF response.

2. Attachment 1, Price Quote Request Form, New Motor Vehicles is revised to remove the "Delivery Price to Location" identified in the QVL contractor's response to pricing for vehicle section:

   PRICING FOR VEHICLE:

   The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	$_____
Price for Additional Options/Features in Addition to Vehicle Price	$_____
DELETED	***DELETED***
Total Price	$_____

All revisions are included in ***bold italics***.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto.

The contractor shall sign and return this document, on or before the date indicated, signifying acceptance of the amendment.

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ATTACHMENT REVISED PER AMENDMENT 01

ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

Return Price Quote Request Form to the Following Email Address: _____

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot*:* _____
Brand: _____
Model: _____
Year: _____
List of Requested Options/Features from the Manufacturer: _____
List of Requested Options/Features from a Third Party (aftermarket): _____
List of Required Options/Features from the Manufacturer: _____
List of Required Options/Features from a Third Party (aftermarket): _____
Quantity: _____
Delivery Location (if applicable)*:* _____

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot*:* _____
Brand: _____
Model: _____
Vehicle Identification Number (VIN): _____
Year: _____

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List of Requested Options/Features from the Manufacturer Proposed: _____
List of Requested Options/Features from a Third Party (aftermarket) Proposed: _____
List of Required Options/Features from the Manufacturer Proposed: _____
List of Required Options/Features from a Third Party (aftermarket) Proposed: _____
Quantity Proposed: _____

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

TABLE REVISED PER AMENDMENT 01

Line Item	Firm, Fixed Price
Vehicle Price	$_____
Price for Additional Options/Features in Addition to Vehicle Price	$_____
DELETED	***DELETED***
Total Price	$_____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: _____ calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____

QVL Contractor's Address: _____

QVL Contractor's Point of Contact: _____

QVL Contractor's Point of Contact's Phone Number: _____

QVL Contractor's Point of Contact's Email Address: _____

Signature of QVL Contractor's Point of Contact: _____

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

SOLICITATION NUMBER STATE PURCHASE-FY25-0182-SL	**CONTRACT TITLE** Statewide New Motor Vehicles Qualified Vendor's List
CONTRACT NUMBER MC250182007	**CONTRACT PERIOD** July 1, 2025 through June 30, 2026
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID** MB00095149/1004754
CONTRACTOR NAME AND ADDRESS Joe Machens Ford Lincoln 1911 West Worley PO Box 1078 Columbia, MO, 65202	**STATE AGENCY'S NAME AND ADDRESS** Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Joe Machens Ford Lincoln in response to SOLICITATION/OPPORTUNITY (OPP) NO.: STATE PURCHASE-FY25-0182-SL is accepted in its entirety.	
BUYER Kelsey Huwe	**BUYER CONTACT INFORMATION** Email: kelsey.huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER Kelsey Huwe	**DATE** 4/25/25
DIRECTOR OF PURCHASING Karen S. Boeger	

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

EXHIBIT A
PROPOSAL SIGNATURE PAGE

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

STATE PURCHASE-FY25-0182-SL
STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Vendor's Organization Name:	**Joe Machens Ford Lincoln**		
MissouriBUYS Supplier Number:	**1004754**		
Point of Contact:	**Braden Schlueter**		
Phone Number:	**573-777-1089**	**Email Address:**	**Bschlueter@machens.com**
Mailing Address:	**1911 West Worley Street**		
City/State/Zip:	**Columbia, MO 65203**		
Vendor Tax Filing Type with IRS (check one):	☐ Corporation ☐ Individual ☐ State/Local Government ☒ Partnership ☐ Sole Proprietor ☐IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: 10/19/2016 MM/DD/YYYY		

I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.

Authorized Signature [signature]	**Date** 3-13-25
Printed Name Braden Schlueter	**Title** Fleet Manager

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EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their proposal. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their proposal, including all exhibits, are properly completed and submitted with their proposal. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign **Exhibit A, Proposal Signature Page.**	☒
2.	Complete all information required on **Exhibit C, Motor Vehicle Categories.**	☒
3.	Complete **Exhibit D, Participation Commitment** for any Organization for the Blind/Sheltered Workshop proposed.	☒
4.	Complete **Exhibit E, Documentation of Intent to Participate,** identifying each Organization for the Blind/Sheltered Workshop, proposed.	☒
5.	Complete **Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference,** if applicable.	☒
6.	Complete **Business Compliance Exhibit G, State of Missouri Tax Compliance** and attach "Vendor No Tax Due" certificate.	☒
7.	Complete **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State.**	☒
8.	Complete and sign **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification.**	☒
9.	Complete **Business Compliance Exhibit J, Employee/Conflict of Interest.**	☒
10.	Complete **Business Compliance Exhibit K, Federal Funding Unique Identity ID.**	☒
11.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	☐

REMINDER: vendors do not need to return RFP Sections 1 through 5 or the RFP attachments, if any, with their proposal response.

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EXHIBIT C, MOTOR VEHICLE CATEGORIES

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated the vendor can provide in the table below and as awarded to the contractor.

The vendor shall indicate the motor vehicle category(s) the vendor proposes to provide by placing a check mark (√) in the blank provided next to each category proposed in the table provided below. The vendor should indicate whether the vendor proposes to provide motor vehicles off the lot, fleet, or both off the lot and fleet.

Motor Vehicle Category	Off The Lot Vehicles	Fleet Vehicles
Passenger Vehicles	√	√
Light Duty Trucks	√	√
Medium Duty Trucks	√	√
Work Vans	√	√
Cargo Vans	√	√
Patrol Vehicles	√	√

The following vehicles are included in the Motor Vehicle Categories identified above:

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Passenger Vehicles	• Mid-Size; 4-Door Sedan; Regular Unleaded Fuel • Full-Size; 4-Door Sedan; Regular Unleaded Fuel • Compact; 4-Door; Electric • Compact; Crossover; Regular Unleaded Fuel • Small Sport Utility Vehicle; 4x4; Hybrid • Small Sport Utility Vehicle; 4x4 • Mid-Size/Standard Sport Utility Vehicle; 4x4, Regular Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4, Alternative Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4; Hybrid • Small/Mid-Size Crossover Vehicle; AWD • Standard/Full-Size Crossover Vehicle; AWD; 6-Cylinder • Seven (7) Passenger, Mini-Van; Alternative Fuel • Seven (7) Passenger, Mini-Van; Regular Fuel • Twelve (12) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van, DRW • Full Size Sport Utility Vehicle;4x4, Regular Fuel • Small Sport Utility Vehicle; Plug-In Hybrid • Electric Sport Utility Vehicle
Light Duty Trucks	• Small/Mid-Size Truck; 4x2; Extended Cab • Small/Mid-Size Truck; 4x4; Extended Cab • Half Ton Truck; 4x2; Regular Cab; Alternative Fuel • Half Ton Truck; 4x2; Extended Cab; Alternative Fuel • Half Ton Truck; 4x4; Regular Cab; Alternative Fuel • Half Ton Truck; 4x4; Extended Cab; Alternative Fuel • Half Ton Truck; 4x2; Regular Cab; Regular Fuel • Half Ton Truck; 4x2; Extended Cab; Regular Fuel • Half Ton Truck; 4x4; Regular Cab; Regular Fuel • Half Ton Truck; 4x4; Extended Cab; Regular Fuel • 3/4 Ton Truck; 4x2; Regular Cab • 3/4 Ton Trucks; 4x2; Extended Cab

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Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Light Duty Trucks (continued)	• 3/4 Ton Truck; 4x4; Regular Cab • 3/4 Ton Truck; 4x4; Extended Cab • One Ton Truck; 4x2; Regular Cab • One Ton Truck; 4x2; Extended Cab • One Ton Truck; 4x4; Regular Cab • One Ton Truck; 4x4; Extended Cab • Small Truck; All-Wheel Drive; Crewcab • Half Ton Truck; 4x4; Crew Cab; Electric
Medium Duty Trucks	• One Ton Chassis Cab Drw; 4x2; Regular Cab • One Ton Chassis Cab Drw; 4x2; Extended Cab • One Ton Chassis Cab Drw; 4x2; Crew Cab • One Ton Chassis Cab Drw; 4x4; Regular Cab • One Ton Chassis Cab Drw; 4x4; Extended Cab • One Ton Chassis Cab Drw; 4x4; Crew Cab • Class 4 Chassis Cab Drw; 4x2; Regular Cab • Class 4 Chassis Cab Drw; 4x2; Extended Cab • Class 4 Chassis Cab Drw; 4x2; Crew Cab • Class 4 Chassis Cab Drw; 4x4; Regular Cab • Class 4 Chassis Cab Drw; 4x4; Extended Cab • Class 4 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x2; Regular Cab • Class 5 Chassis Cab Drw; 4x2; Extended Cab • Class 5 Chassis Cab Drw; 4x2; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 5 Chassis Cab Drw; 4x4; Extended Cab • Class 5 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Extended Cab • Class 6 Chassis Cab Drw; 4x2; Crew Cab • Class 7 Chassis Cab Drw; 4x2; Regular Cab • Class 7 Chassis Cab Drw; 4x2; Extended Cab • Class 7 Chassis Cab Drw; 4x2; Crew Cab
Work Vans	• Cargo Mini-Van, Regular Fuel • Cargo Mini-Van, Alternative Fuel
Cargo Vans	• Full-Size Cargo Van • Full-Size Electric Cargo Van
Patrol Vehicles	• Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle • Chevrolet Tahoe 4WD Special Service Vehicle • Dodge Charger Pursuit All-Wheel Drive Sedan • Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle • Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle • Ford Police Interceptor Utility • Ford F-150 Police Responder Supercrew • Ford Expedition Special Services Vehicle • Ford Transit Van 250 AWD • Ford Transit Van 350 Dual Rear Wheel AWD

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EXHIBIT D, PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment - If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

Blind/Sheltered Workshop Resources:

A list of Missouri sheltered workshops can be found at the following websites:

- Listing of Missouri Sheltered Workshops: http://dese.mo.gov/special-education/sheltered-workshops/directories
- Missouri Sheltered Workshop Products/Services Locator: http://moworkshops.org/services.html

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites:

http://www.lhbindustries.com and http://www.alphapointe.org

Participation Commitment Submission Instructions:

For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop,
2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

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Organization for the Blind/Sheltered Workshop Commitment Table			
Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed	**Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work**	**If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed**	**Committed Percentage of Participation** (%* of the Actual Total Contract Value)
			0%
			0%
			0%
		Total Committed Percentage(s) *(must minimally be 2%)*	0%

*If the actual total dollar value of the contract is less than $250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of $5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's response.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____
(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____
Address: _____ Phone #: _____
City: _____ Fax #: _____
State/Zip: _____ Certification # _____
(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the participating organization)* have agreed to provide:

_____
_____
_____
_____

Authorized Signature:

_____ _____
Authorized Signature of Participating Organization (Organization for the Blind or Sheltered Workshop) *Date*

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

DEFINITION – QUALIFIED SDVE:

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

- In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO certified SDVE at the time of the proposal opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.

☐ X No, the vendor submitting the response to the RFP is not an OEO-certified SDVE at the time of the proposal opening date. (Not eligible for SDVE preference)

☐ Yes, the vendor submitting the response to the RFP is an OEO-certified SDVE at the time of the proposal opening date. (Eligible for SDVE preference)

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Proposal Signature Page** of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit G, State of Missouri Tax Compliance
- Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit J, Employee/Conflict of Interest
- Business Compliance Exhibit K, Federal Funding Unique Identity ID

Docusign Envelope ID: 660E15F2-B3A7-8E3A-8115-FF8277777072

BUSINESS COMPLIANCE EXHIBIT G,
STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at http://dor.mo.gov/forms/943.pdf. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.	
"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes ☒ No ☐
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: 03/10/2025 (MM/DD/YYYY)

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BUSINESS COMPLIANCE EXHIBIT H, REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to https://www.sos.mo.gov/business/startBusiness.asp or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.

Business Name	Joe Machens Ford Lincoln
Charter Number	X001231175

Proof of Good Standing Status Included	Yes ☒ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

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STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE RECORDS

Joe Machens Ford Lincoln
X001231175

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 15th day of August, 2023.

Secretary of State

Certification Number: CERT-08152023-0056

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X001231175
Date Filed: 10/20/2020
Expire Date: 10/22/2025
John R. Ashcroft
Missouri Secretary of State

State of Missouri
John R. Ashcroft Secretary of State
Corporations Division
PO Box 778 / 600 W.Main St., Rm. 322
Jefferson City, MO 65102

Renewal of Fictitious Name

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417,RSMo)

Submission Type Renewal
Reference Number SR150768
Receipt Number TR427072

The undersigned is doing business under the following name and at the following address:

Business name: Joe Machens Ford Lincoln **Charter #** X001231175

Existing Address: 1911 West Worley, Columbia, Missouri, 65203, United States

Owner Information:

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	City and State	If Listed, Percentage of Ownership Must Equal 100%
MCLARTY CMFO, LLC	FL001414106	425 West Capitol Ave, Suite 3600, Little Rock, Arkansas, 72201, United States	100.0000

In Affirmation thereof, the facts stated above are true and correct:

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

The undersigned agrees and represents that he/she is authorized to execute this document

Name Mark McLarty On Behalf of MCLARTY CMFO, LLC
Title Owner
Date 10/20/2020

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BUSINESS COMPLIANCE EXHIBIT I, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

BOX A:	To be completed by any vendor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a vendor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a vendor that meets the definition of "Company" and has ten or more employees.
BOX D:	To be completed by a vendor that meets the definition of a "Public Entity".

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BUSINESS COMPLIANCE EXHIBIT I,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Joe Machens Ford Lincoln (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Braden Schlueter	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Joe Machens Ford Lincoln	3-13-25
Company Name	Date

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BUSINESS COMPLIANCE EXHIBIT I,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX D – PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

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BUSINESS COMPLIANCE EXHIBIT J,
EMPLOYEE/CONFLICT OF INTEREST

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

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BUSINESS COMPLIANCE EXHIBIT K, FEDERAL FUNDING UNIQUE IDENTITY ID

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at https://sam.gov/content/home to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: Joe Machens Ford Lincoln	**Vendor's Unique Identity ID Number:** MB00095149
Parent Organization's Name:	**Parent Organizations Unique Identity ID Number:**

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State of Missouri

Office of Administration, Division of Purchasing

Request for Proposal (RFP) for Statewide New Motor Vehicles Qualified Vendor's List

SOLICITATION NO.:	**STATE PURCHASE-FY25-0182-SL**
ISSUE DATE:	**FEBRUARY 27, 2025**
CONTRACT PERIOD:	**DATE OF AWARD THROUGH ONE YEAR**
REQUISITION NO.:	**N/A**

PROPOSAL DUE NO LATER THAN: MARCH 13, 2025 AT 2:00 PM CENTRAL TIME

Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at https://missouribuys.mo.gov.

E-mailed, mailed, courier, or hand-delivered proposal responses will not be accepted.

RFP CONTACT INFORMATION:

BUYER: Kelsey Huwe
PHONE NO.: (573) 522-1308
EMAIL: kelsey.huwe@oa.mo.gov

See "**RFP Questions**" in Section 1 for appropriate communications during the procurement process.

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies
Located Throughout the State of Missouri

ATTENTION:

1. After reviewing the Request for Proposal (RFP), the vendor must complete and return **Exhibit A, Proposal Signature Page and all other necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFP's Vendor Response Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS, powered by MOVERS in a **"Prospective" or "Spend Authorized" registration status to submit a proposal**. The vendor must achieve "**Approved" registration status** in MissouriBUYS (WebProcure/Proactis) and **"Spend Authorized" registration status** in MissouriBUYS, powered by MOVERS **to be considered for a contract award**. Reference Section 5.

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RFP Organization:

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits **(Return these exhibits with the proposal)**	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Motor Vehicle Categories
	Exhibit D	Participation Commitment
	Exhibit E	Documentation of Intent to Participate
	Exhibit F	Missouri Service-Disabled Veteran Business Enterprise Preference
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit G	State of Missouri Tax Compliance
	Exhibit H	Registration of Business Name with the Missouri Secretary of State
	Exhibit I	Anti-Discrimination Against Israel Act Certification
	Exhibit J	Employee/Conflict of Interest
	Exhibit K	Federal Funding Unique Identity ID
RFP Attachments **(Separate Documents)**	**Attachments (Do not return these documents with response)**	
	Attachment 1	Price Quote Request Form, New Motor Vehicles
	Attachment 2	Domestic Product Procurement Act (Buy American) Preference
	Attachment 3	Motor Vehicle Price Quote Request Form Award Record
	Attachment 4	Missouri Statewide Quarterly Admin. Fee Instructions and Report
	Attachment 5	Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report
	Attachment 6	Federal Funds Requirements

Separate Documents: The vendor is advised that the separate documents to this document referenced above provide additional requirements, information, and/or instruction. The separate documents must be downloaded from the Division of Purchasing's MissouriBUYS, powered by MOVERS, website at: https://missouribuys.mo.gov/. The separate documents are downloadable from the same web page where the solicitation document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the separate documents. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the separate documents.

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1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals to establish a supply channel for acquiring new motor vehicles off contractor's lots and/or manufacturer designated fleet vehicles for various state agencies located throughout the state of Missouri (hereinafter referred to as agency). Acquisitions will be processed by means of establishing a Qualified Vendor List (QVL) of vehicle dealers and/or manufacturers to serve as a market supply channel to the State of Missouri in accordance with the requirements and provisions specified herein. For purposes of the contract, manufacturer designated fleet vehicles (hereinafter referred to as "fleet vehicles") are defined as the vehicles purchased through the manufacturer's fleet program.

a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the public Universities and the Judicial and Legislative branches of the State of Missouri.

1.1.2 Vendors are advised that agencies will only be purchasing from a dealer's lot or from a vendor's list of inventory, defined as any variation of a requested vehicle's brand/model which has been manufactured by Chevrolet, Ford, Dodge, Chrysler, Jeep, or Ram which meets the requirements and provisions specified herein and within the agency's Price Quote Form.

1.1.3 The purpose of this QVL is to enable a more seamless procurement process, foster competition, and promote a reasonable delivery of new motor vehicles regardless of market volatility, with consideration to a dealer's ability to locate available motor vehicles on short notice and the inability to hold pricing for a substantial amount of time.

1.1.4 The State of Missouri intends to establish contracts with multiple vendors for use on an as needed, if needed basis in accordance with the usage and quoting requirements specified herein. Contract awards will be made based upon the vendor's compliance with the requirements specified herein. The awarded contracts shall not be viewed as exclusive contracts. The state reserves the right to issue subsequent solicitations for the same or similar supplies.

1.1.5 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

1.2 Background and Historical Usage Information:

1.2.1 For information purposes, the dollar amounts encumbered under the current contracts for fiscal years 2024 and 2025, to date, are listed below:

Contract Number	FY 2024	FY 2025 (To Date)
CC240138001	$79,050.00	$91,222.00
CC240138002	$953,285.84	$50,627.00
CC240138003	$563,398.00	$1,953,196.00
CC240138004	$151,190.00	$0.00
CC240138005	$3,441,943.00	$789,439.00
CC240138006	$130,446.00	$0.00
CC240138007	$354,779.00	$174,984.00
CC240138008	$8,348,793.00	$1,971,946.00
CC240138009	$683,128.00	$2,463,799.00
CC240138010	$334,170.85	$546,143.00
CC240138011	$77,054.00	$0.00
CC240753001	$270,559.00	$61,175.00

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Contract Number	FY 2024	FY 2025 (To Date)
CC240753002	$0.00	$0.00
CC240753003	$324,080.00	$0.00
CC241440001	$0.00	$0.00
CC241440002	$2,213.79	$0.00
MC250061001	$0.00	$0.00
MC250061002	$0.00	$0.00
MC250061003	$0.00	$0.00

1.3 Current Contract Information:

1.3.1 Current contracts exist for the products being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search. In addition, all proposal and evaluation documentation leading to the award of the contracts may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the bid numbers RFPC30034902400138, RFPC30034902400753, RFPC30034902401440, and STATE PURCHASE-FY25-0061-SL or the contract numbers CC240138001-011, CC240753001-003, CC241440001-002, and MC250061001-003 when searching for these documents.

1.3.2 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: http://mapyourtaxes.mo.gov/MAP/Expenditures/ provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links:
https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm and
https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer.
Then search by the contract numbers shown above when searching for the financial information.

1.4 RFP Questions:

1.4.1 Buyer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

a. Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at http://www.sos.mo.gov/adrules/csr/csr.asp.

1.4.2 Vendor is Responsible for Asking Questions About the RFP: It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal.

1.4.3 Vendor Question Deadline: Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal end date and time of the proposals. If not received prior to ten (10) calendar days before the proposal end date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

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1.4.4 State's Response to Vendor Questions: Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

1.4.5 RFP is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.

1.5 Amendments:

1.5.1 If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal end date and time.

1.6 Glossary of Terms and Acronyms:

1.6.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.

1.6.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
b. **Amendment** means a written, official modification to a solicitation or contract.
c. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Buyer** means the procurement staff member of Purchasing.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
h. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
l. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the proposal prior to the specified proposal end date and time.
m. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions ("terms and conditions" and "Terms and Conditions" are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and

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Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.

q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
r. **Shall** has the same meaning as the word must.
s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
t. **State** collectively referring to the state government and/or the agencies thereof.
u. **Supplier** has the same meaning as the word, vendor.
v. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

1.6.3 State Agency Acronyms: For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

a. **AG** Missouri Attorney General
b. **DCI** Missouri Department of Commerce and Insurance
c. **DED** Missouri Department of Economic Development
d. **DESE** Missouri Department of Elementary and Secondary Education
e. **DHEWD** Missouri Department of Higher Education and Workforce Development
f. **DHSS** Missouri Department of Health and Senior Services
g. **DMH** Missouri Department of Mental Health
h. **DNR** Missouri Department of Natural Resources
i. **DOC** Missouri Department of Corrections
j. **DOLIR** Missouri Department of Labor and Industrial Relations
k. **DOR** Missouri Department of Revenue
l. **DPS** Missouri Department of Public Safety
m. **DSS** Missouri Department of Social Services
n. **GA** General Assembly: Missouri House of Representatives and the Missouri Senate
o. **GO** Missouri Governor's Office
p. **ITSD** Missouri OA Information Technology Services Division
q. **JUD** Missouri Judiciary
r. **LTGO** Missouri Lieutenant Governor's Office
s. **MDA** Missouri Department of Agriculture
t. **MDC** Missouri Department of Conservation
u. **MoDOT** Missouri Department of Transportation
v. **MSPD** Missouri State Public Defender
w. **OA** Missouri Office of Administration
x. **SAO** Missouri State Auditor's Office
y. **SOS** Missouri Secretary of State
z. **STO** Missouri State Treasurer's Office

1.7 Accuracy of Background Information:

1.7.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

******END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION******

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2. SCOPE OF WORK SECTION

2.1 General Requirements:

2.1.1 The contractor must supply new motor vehicles off the QVL contractor's lot and/or manufacturer designated fleet vehicles, based on the award that has been approved by the Division of Purchasing's Notice of Contract Award to STATE PURCHASE-FY25-0182-SL or by a properly executed contract amendment, subsequently issued by the Division of Purchasing.

a. For purposes of this document, a new motor vehicle available off the QVL contractor's lot shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, regardless of the model year of the vehicle.

b. For purposes of this document, a new fleet motor vehicle shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, and of the current model year of the vehicle.

2.1.2 Mandatory Use of Contract: The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall understand and agree that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.

2.1.3 Cooperative Procurement Program: The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing.

2.1.4 Other Agencies May Order: The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state governmental entities (e.g. cities, counties, etc.).

2.1.5 Contractor's Obligation: Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the new vehicles required herein.

2.2 Single Point of Contact and Responsibility:

2.2.1 The contractor shall be the single point of contact for the state agency or public entity and shall be responsible for the contract, regardless of any subcontract arrangements, including all contract use issues, which may consist of the following:

a. Ordering;
b. Invoicing;
c. Delivery;
d. Titling; and
e. Payment.

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2.2.2 As the single point of contact, the contractor must provide a minimum of one (1) customer service representative assigned to the State of Missouri contract. It is highly desirable the contractor provide a back-up representative as well. The contractor's customer service representative and the backup, if provided, must promptly answer questions and resolve problems that arise. The contractor's customer service representative must be available to the State of Missouri during the contractor's regular operating hours. The contractor's customer service representative(s) shall be available to the state agencies by phone, fax, or email.

a. The contractor shall provide all contact information to the Division of Purchasing and keep it maintained and updated through the duration of the contract.

2.3 Corporate Average Fuel Economy Standard Requirements:

2.3.1 The contractor shall only provide motor vehicles, or variations thereof, which meet the federal government's Corporate Average Fuel Economy (CAFE) standard, as established by the National Highway Traffic Safety Administration (NHTSA) for the respective class of motor vehicles stated in STATE PURCHASE-FY25-0182-SL.

2.4 Warranty Requirements:

2.4.1 The contractor shall understand and agree that the Manufacturer's Standard Factory Warranty shall apply to all motor vehicles and a properly executed warranty must be delivered with a purchased motor vehicle. The contractor shall further understand and agree that the warranty shall not become effective until the motor vehicle is delivered to and accepted by the state agency.

2.4.2 All warranty service must be performed in Missouri.

2.5 Potential Recall or Manufacturer Initiated Customer Service Action/Notification Requirements:

2.5.1 The contractor shall be responsible for accessing potential recall notices from NHTSA, as well as any manufacturer-initiated customer service actions, prior to delivering a purchased motor vehicle(s) to the state agency. If a recall or customer service action is found for a purchased motor vehicle being delivered to the state agency, the contractor should, to the best ability, complete the necessary action(s) prior to delivery. If the contractor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the state agency of the "open" recall or customer service action upon delivery. The contractor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

2.6 Price Quote Form Requirements:

2.6.1 Throughout the contract period as a state agency has a need for an off the lot or fleet vehicle, the state agency will contact all contractors who were awarded the requested motor vehicle category to obtain firm, fixed price quotes in response to Attachment 1, Price Quote Request Form, New Vehicles (hereinafter referred to as the PQF). The state agency's quote request will include the specifications and the quantity of motor vehicles required. The state agency's quote request will also indicate if the state agency desires or requires any additional options or non-standard features (upgrades) to be included with the motor vehicle.

2.6.2 The contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes, purchase orders placed, and products received under the contract.

2.6.3 The contractor(s) who were awarded the specific motor vehicle category and purchase type (fleet or off the lot) will be contacted by a state agency via email and presented with the PQF. The contractor shall complete and return the PQF by the specified deadline in order for the contractor's quoted firm, fixed price to be considered. The contractor should include a copy of the specification sheet for the motor vehicle proposed with the contractor's response to the PQF. If awarded the price quote, the contractor's firm, fixed price

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quoted for the specific purchase shall be contractually binding on the contractor for that specific order placement and fulfillment.

a. Pricing: The contractor(s) shall price the specific motor vehicle based on the requested quantity, the mandatory specifications provided by the state agency, including any additional options or features requested or required to be provided with the motor vehicle in the PQF.

1) State agencies may request additional options or features to be added to the motor vehicle being purchased from the contractor and any options or features desired beyond the standard model specifications will be identified by the state agency at the time of PQF issuance. In the case that multiple versions of the same option or feature are proposed as a separate price in addition to the motor vehicle price, the highest price for the options and features proposed shall be used for the cost evaluation purposes to determine the maximum liability to the state.

2) If additional options and features are already installed on the motor vehicle, then the contractor shall price the motor vehicle as one total dollar amount for the motor vehicle that includes the already installed options and features.

3) If the PQF requests or requires options and features that are not currently installed on the motor vehicle proposed by the contractor, then the contractor must price those options and features separately, to ensure that the motor vehicle proposed meets the requirements identified in the PQF.

4) Off the Lot Purchases – If a contractor has a motor vehicle located on a lot that meets the requirements of the specific motor vehicle requested in the PQF, but the motor vehicle also includes additional options not requested by the state agency, then the contractor should provide a PQF response that specifies the additional options already installed on the motor vehicle that the state agency did not request.

5) Fleet Purchases Only – The contractor must provide the specific motor vehicle requested in the PQF, including all specified additional options identified in the PQF, unless the contractor provides documentation from the manufacturer indicating the additional option is not available at the time of the PQF request.

6) If the contractor is unable to provide all motor vehicles and quantities identified in a PQF, the contractor should respond to the PQF with the vehicles and quantities the contractor is capable of providing that meet the requirements of the PQF (e.g. if the PQF requests three (3) mid-size 4-door sedans that use regular unleaded fuel, but the contractor only has one (1) vehicle that meets the requirements on the contractor's lot, the contractor may respond to the PQF with the one (1) vehicle available).

7) The contractor may respond to the PQF with multiple responses if the contractor is capable of meeting the requirements of the PQF with different motor vehicles or combination of motor vehicles available on the contractor's lot or fleet availability.

8) Shipping from a dealer or manufacturer outside of Missouri to a contractor's location, in order for the contractor to satisfy the completed PQF, shall be the responsibility of the contractor and shall take place at the pricing submitted on the PQF.

9) All pricing shall include all shipping, and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping beyond the pricing submitted on the PQF.

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10) The state agency shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

b. Domestic Products Procurement Act: In accordance with the Buy American Act, the contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the contractor(s) complete and return Attachment 2, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance at the time of each price quote request, which must be thoroughly completed and returned with the completed PQF for each price quote request.

2.6.4 In the event a contractor cannot provide the motor vehicle requested by the state agency, the contractor should return the PQF to the state agency indicating a "No Bid" response.

2.6.5 The contractor(s) shall understand and agree that each price quote response submitted shall be considered an open record after the PQF has been awarded, unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The contractor(s) should **NOT** include confidential material with the contractor's PQF response.

2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor's PQF response.

2.7 **Price Quote Form Evaluation:**

2.7.1 State agencies shall make every attempt to process an award of a PQF within forty-eight (48) hours of the PQF deadline date. Any delays in the forty-eight (48) hour timeframe must be communicated to the contractors that submitted a response to a PQF. Contractors shall not face consequences for selling an off the lot motor vehicle to another customer in the event an award has not been made within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs.

2.7.2 The PQF shall be awarded to the lowest and best contractor defined herein as the specification-compliant contractor who scores the highest number of evaluation points considering the following:

a. The specifications and contents included on Attachment 1, Price Quote Form and Attachment 3, Motor Vehicle Price Quote Request Form (PQF) Award Record;
b. Cost, including the Missouri Domestic Products Procurement Act preference;
c. Bonus Preference Points earned for the Organization for the Blind/Sheltered Workshop preference and the Missouri Service-Disabled Veteran Enterprise preference points in the contractor's awarded proposal; and
d. As applicable, when alternative fuel motor vehicles are solicited, a life cycle cost evaluation based on the requirements stated in Chapter 414.415 RSMo has been performed, as required herein.

2.7.3 The contractor shall understand and agree that PQF evaluations, conducted by the Missouri State Highway Patrol (MSHP) may include the following exceptions:

a. At the discretion of MSHP, the evaluation of PQF responses may give consideration to security requirements or patrol vehicle necessities over the evaluation of cost.
b. Such consideration shall be clearly documented in the evaluation prior to awarding a purchase order and made public to all contractors who responded to the PQF.

2.7.4 Evaluation of Cost – The state agency shall determine the lowest priced contractor by performing a cost evaluation in the following manner:

1) The firm, fixed total motor vehicle price submitted for the motor vehicle(s) specified on the PQF shall be multiplied by the respective requested quantity stated in the PQF to determine the total extended

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price. The firm, fixed total motor vehicle price used for cost evaluation purposes shall include the motor vehicle base price, all options and features proposed (regardless of whether the options or features have already installed on the motor vehicle or would be installed after PQF award) and the delivery price. The total extended price for the motor vehicle shall then be combined with any application of the Domestic Product Act (Buy American) Preference as detailed below.

a. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the contractor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- Contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over contractors whose products do not qualify.

- The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

- If the lowest priced contractor qualifies as American-made or in the event all of the contractors or none of the contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced contractor does not qualify for the Buy American Preference but other contractors do qualify, then the lowest contractor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

- If any products offered are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details with the PQF.

2) Upon determination of each contractor's total cost for the specified line item, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive QVL Contractor's Price}}{\text{Compared QVL Contractor's Price}} \times \text{Maximum Cost Points (200 points)} = \text{Assigned Cost points}$$

3) For those contractors awarded bonus preference points (for an Organization for the Blind/Sheltered Workshop and/or a qualified Service-Disabled Veteran Enterprise) during the evaluation of STATE PURCHASE-FY25-0182-SL, such bonus preference points shall be added to the contractor's cost evaluation points. The contractor that meets or exceeds the state agency's minimum requirements with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best contractor. The lowest and best contractor will be awarded the purchase requested on the PQF.

4) In the event all PQF responses fail to meet the state agency's needs, the state agency may reject all PQF responses and cancel the request for price quote.

5) The state agency reserves the right to award one, some, or all of the motor vehicles in a PQF to one contractor. In the event a state agency decides to award to multiple contractors, the above cost evaluation will be conducted per motor vehicle to determine the lowest and best contractor for each motor vehicle.

6) In addition to the cost evaluation language identified above, in accordance with Chapter 414.415 RSMo, a life cycle cost evaluation will be conducted by the state agency for fleet vehicles when alternative fuel vehicles are offered. The evaluation of cost shall be completed as a life cycle cost

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analysis based on the quoted firm, fixed vehicle base price, included in the response to the PQF, using the following: (a) an average life span of 120,000 miles for the vehicle; (b) the combined city/highway fuel mileage rating for the vehicle; and (c) the fuel cost per gallon on the date the PQF responses are due as published in the most recent Missouri Energy Bulletin. The state agency will use the following formula to determine the life cycle cost:

$$LCC = UP + \frac{(LV \times GC)}{MPG}$$

LCC = Life Cycle Cost
UP = Unit Price of vehicle proposed
LV = Life of vehicle is 120,000 miles
GC = Gasoline cost per gallon for this PQF response will be the current average price for Mid-Missouri on the due date of the PQF
MPG = Miles per gallon, combined city/highway mileage as stated by the vendor for each model

NOTE: If there is an inconsistency between the contractor's responses for the combined city/highway mileage, the state agency shall contact the manufacturer representative for all models quoted for that line item to verify the information. If the combined city/highway mileage is not provided by the contractor for the model proposed, the state agency reserves the right to use the EPA combined city/highway mileage as state at www.fueleconomy.gov when determining the life cycle cost per model. If the combined city/highway mileage is not available at www.fueleconomy.gov, the state agency reserves the right to contact the manufacturer to receive the combined city/highway mileage.

2.7.5 The state agency will document the state agency's evaluation justification regarding the state agency's award determination of the "lowest and best" PQF response(s) at the time the quote is awarded.

2.7.6 The state agency will provide all responding contractors of the results of the awarded PQF, by providing a copy of the completed Attachment 3, Motor Vehicle Price Quote Request Form Award Record. The contractor shall understand and agree that the state agency's acceptance of the awarded PQF, unless otherwise specified, is not authorization to proceed with shipment of products. The state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.

2.8 Purchase Order Requirements:

2.8.1 Prior to making a new motor vehicle purchase, the state agency must complete a vehicle pre-approval form and submit to the State Fleet Manager at FleetManagement@oa.mo.gov. The vehicle pre-approval form can be found at: https://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits.

2.8.2 The state agency shall purchase the products specified in the awarded PQF from the awarded contractor (as determined herein). The contractor will not be held to the requirements identified below if the state agency fails to award the PQF within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs, as required herein.

a. If the contractor cannot provide the awarded products in the PQF, the contractor may be considered in breach of contract and subject to the remedies specified herein.

b. The state agency shall document each instance of the contractor's inability to provide the awarded products as required. If the contractor continually or consistently is unable to provide the awarded products as required, the Division of Purchasing may elect to cancel the applicable contractor's contract.

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c. If the contractor who was awarded a PQF cannot fulfill the award, then, with prior approval of the Division of Purchasing, the state agency reserves the right to use the next highest scoring contractor (as determined herein).

2.8.3 Contractors shall make every attempt to process a purchase order within forty-eight (48) hours of receipt. With the volatility of the market and the short turnaround time of order bank availability, it is imperative that the awarded contractor process orders in a timely manner.

2.9 Order Documentation Requirements:

2.9.1 At no cost to the State of Missouri, and upon request of the state agency, the contractor must provide the state agency with a copy of the order documentation submitted to the manufacturer when ordering each motor vehicle.

2.10 Financial Responsibility Requirements:

2.10.1 The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in motor vehicles that the State of Missouri purchases, until such time as the dealership receives payment in full for those motor vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

2.11 Performance/Product Requirements:

2.11.1 Estimated Quantities: The quantities indicated in this RFP are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.11.2 Replacement of Damaged Product: The contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

2.11.3 Delivery Requirements: The contractor’s delivery for all motor vehicles shall be due, as indicated by the state agency on the PQF or as stated in the contractor’s response to a PQF, whichever the state agency requests and approves. Failure by the contractor to deliver according to the specified requirements may result in contract cancellation and suspension from future vendor’s list, unless the delivery issues are attributed to the manufacturer being unable to fulfill fleet vehicle purchase orders due to time and/or supply constraints.

a. The contractor and/or the contractor's subcontractor(s) shall deliver products upon receipt of an authorized purchase order for the motor vehicle(s) the contractor is awarded. The contractor’s delivery shall include unloading shipments at the state agency's location or other designated unloading site as requested by the state agency. The contractor’s orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.

b. The contractor shall not attempt to make delivery to any state agency on official state holidays. A list of official state holidays may be found on the State of Missouri website at http://oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays.

c. The contractor shall deliver all motor vehicles with the proper documentation to apply for Missouri title and license, including the Manufacturer’s State of Origin and invoice.

d. The contractor shall deliver all motor vehicles with an owner’s manual.

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e. The contractor's deliveries must be coordinated with the state agency. The contractor must call the state agency 24 hours prior to making an appointment for a delivery.

f. In the event the contractor fails to deliver a motor vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar motor vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

g. Within forty-eight (48) hours of delivery, the state agency shall fully inspect the motor vehicle's interior and exterior, including any options required on the motor vehicle. The state agency must notify the dealer within forty-eight (48) hours of any unacceptability relating to a delivered motor vehicle. If the state agency fails to notify the dealer of any unacceptability within the forty-eight (48) hour timeframe, the dealer reserves the right to deem the motor vehicle as acceptable. State agencies are advised to ensure the proper measures are taken as it relates to insuring motor vehicles, beyond the forty-eight (48) hour acceptance timeframe.

h. The contractor shall ensure that all motor vehicles are delivered clean, lubricated, serviced and ready for immediate service, which shall include installation of all required options and accessories and removal of all plastic and signage (e.g. window sticker) from the interior and exterior of the motor vehicle. The window sticker may be left in the "glove box" or included with other documentation.

2.12 Missouri Statewide Contract Quarterly Administrative Fee:

2.12.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all motor vehicles provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.12.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.12.3 Payments shall be made using one of the following acceptable payment methods:

a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.12.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

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2.13 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.13.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.13.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.13.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 4**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. Fax: (573) 526-9815
c. Email: ereports@oa.mo.gov

2.13.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.14 Missouri Statewide Contract Quarterly Usage Report:

2.14.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.

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Data Element	Description
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 5** which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.15 Financial Records and Document Retention:

2.15.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

2.15.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency/submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.

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a. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.

b. If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor's retention period.

2.16 **Electronic Funds Transfer, Invoicing, and Payment Requirements:**

2.16.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.16.2 Invoicing: The contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.

a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of the purchase order.

b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

c. Each contractor invoice must include the invoice number, which shall be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.16.3 Payment: Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

b. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

2.16.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

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a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

2.16.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.

2.16.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

2.16.7 The total payments to the contractor for all vehicles shall not exceed the prices provided in the contractor’s PQF response to the agency.

2.16.8 Other than the payments specified in the contract, no other payments shall be made to the contractor.

******END OF SCOPE OF WORK SECTION******

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3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit I, Anti-Discrimination Against Israel Act Certification**.

3.5 Business Registration:

3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Data Breach:

3.6.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.7 Elected or Appointed Officials and Employees:

3.7.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

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3.8 **Indemnification:**

3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 **Legal Proceedings:**

3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.9.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 **Negotiations:**

3.10.1 The State of Missouri does not negotiate contracts after award. Any competitive negotiation, if conducted by the state, must have occurred prior to contract award in accordance with Chapter 34, RSMo, 1 CSR 40-1.050 and as stated in this RFP.

3.11 **Federal Funds Requirements:**

3.11.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 6** or other requirements identified by the federal government.

3.12 **Invoicing and Payment:**

3.12.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.13 **Non-Appropriation of Funds:**

3.13.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.14 **Open Records:**

3.14.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

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3.15 **Prison Rape Elimination Act (PREA) Requirements:**

3.15.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.

3.15.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

3.15.3 The contractor must obtain written approval from the state agency's Director for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

3.15.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.

3.15.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

3.15.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.

3.15.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3.16 **Protests:**

3.16.1 Any proposal award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

3.17 **Record Access:**

3.17.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

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3.18 **State Preferences:**

3.18.1 If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:

a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;
c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and
d. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

3.19 **Taxes:**

3.19.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

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4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

a. The most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP amendment(s) issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendment(s);
b. The most current version of the contractor's proposal, including the contractor's BAFO responses, state-requested clarification responses, and contract amendment responses; and
c. The Division of Purchasing's acceptance of the proposal by "notice of award".

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's response is accepted by the state and a contract is awarded.

4.1.4 The contractor further agrees that the language of the RFP shall govern in the event of a conflict with the contractor's proposal.

4.1.5 The contractor shall agree to furnish all awarded vehicles specified in the contract, at the prices quoted therein.

4.1.6 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of vehicles or a directive to proceed with services. Before providing vehicles for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

4.2 Contract Amendment:

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFP.

4.3.2 Renewal Option(s): The Division of Purchasing shall have the right, at its sole option, to renew the contract for two additional one-year period(s), or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

4.4 Contract Pricing:

4.4.1 The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

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4.5 **Termination for Convenience:**

4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.6 **Cancellation for Breach of Contract:**

4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.

4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.6.3 If the Division of Purchasing cancels the contract for breach, the Division of Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.

4.6.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.7 **Contract Assignment:**

4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the Division of Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.8 **Contractor Liability:**

4.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

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b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.9 **Insurance:**

4.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

4.9.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.10 **Contractor Status:**

4.10.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.11 **Subcontractors:**

4.11.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

4.11.2 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.11.3 The contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

4.12 **Participation by Other Organizations:**

4.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.

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a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.

b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.

1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.

2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

d. No later than 30 calendar days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at https://purch.oa.mo.gov/vendor-information or another affidavit providing the same information.

4.13 Coordination:

4.13.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

4.14 Property of State:

4.14.1 All documents furnished by the contractor, in relation to any motor vehicle, pursuant to the terms of the contract, shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

4.15 Force Majeure:

4.15.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

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4.16 **Actions, Suits, or Proceedings:**

4.16.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.16.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.17 **Warranties and Representations:**

4.17.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:

a. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
b. Be fit and sufficient for the purpose expressed in the RFP,
c. For any goods provided, be merchantable,
d. Be of good materials and workmanship, and
e. Be reasonably free from defect.

4.17.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

4.18 **Conflict of Interest:**

4.18.1 The contractor agrees that during the term of the contract neither the contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.19 **Remedies and Rights:**

4.19.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

4.19.2 The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

4.19.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.20 **Communications and Notices:**

4.20.1 Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the contractor.

4.21 **Survivability of Terms:**

4.21.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue,

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remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

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5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Proposal Submission Overview:

5.1.1 Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

5.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing believes that any RFP provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal. Likewise, if the RFP lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an amendment to the RFP prior to the end date and time to identify needed information.

5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required, if required.

5.1.5 By submitting a proposal, the vendor agrees to furnish the vehicles specified by the agencies, at the prices quoted, pursuant to all requirements and specifications contained therein.

5.1.6 Proposals shall remain valid for 90 calendar days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted and awarded, the entire proposal and BAFO submission, if applicable, shall be firm for the specified contract period.

5.1.7 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

5.1.8 The Division of Purchasing reserves the right to officially amend or cancel an RFP after issuance.

5.2 Preparation of Proposals:

5.2.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**

5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

a. **Exhibit A, Proposal Signature Page** should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the **Exhibit A, Proposal Signature Page**.

b. In order for the vendor to be considered for the Statewide New Motor Vehicle QVL, the vendor must complete **Exhibit C, Motor Vehicle Categories** to identify the proposed category(ies) the vendor selects to provide.

c. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

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5.2.3 Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.

5.2.4 Proposal Page Numbering: The proposal should be page numbered.

5.2.5 Proposal Font: The proposal should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 11 point.

5.2.6 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.

5.2.7 Completeness of Proposal: It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to
5.3 the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

Compliance with Requirements, Terms and Conditions:

5.3.1 Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.

5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.

5.3.4 If the vendor's response includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

a. Exceptions to mandatory provisions of the RFP place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s).

b. Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP **prior to** the proposal end date, revisions to the RFP after the proposal end date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.

5.3.5 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further

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clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

5.3.6 In the event all vendors fail to meet the same mandatory requirement in an RFP, the Division of Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Division of Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.

5.4 Confidentiality and Proprietary Materials:

5.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

5.4.2 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.4.3 Proposal Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, **vendors should NOT include confidential material with their proposal.**

5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

a. Vendor's entire proposal;
b. Vendor's pricing;
c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
d. Vendor's experience information including customer lists or references; and
e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Foreign Vendors:

5.5.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (https://missouribuys.mo.gov) website.

a. When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a

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completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (https://missouribuys.mo.gov) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.6 Online Submission of Solicitation Response:

5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a "Prospective" or "Spend Authorized" registration status. The vendor must achieve "Approved" registration status in MissouriBUYS (WebProcure/Proactis) and "Spend Authorized" registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri's web-based procurement system located at https://www.missouribuys.mo.gov. Detailed instructions pertaining to vendor registration can be found at: https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions.

5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization and (2) contain all information required by the RFP. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.

a. Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required documentation. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.

b. The exhibits, forms, and the Motor Vehicle Categories provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor's response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.

1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a

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response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

5.6.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.

5.6.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the proposal attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their proposal response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.

a. If vendor technical assistance is needed when submitting a proposal response, contact solicitations@oa.mo.gov.

5.6.6 Proposals may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a proposal prior to the official end date and time shall not be honored.

5.6.7 To retract a proposal on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers.

5.6.8 A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.

5.6.9 When submitting their electronic proposal, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.

5.6.10 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board, https://missouribuys.mo.gov/bid-board, to obtain a copy of the RFP amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the proposal end date and time specified in the RFP. If the RFP is cancelled after the proposal end date and time specified in the RFP, the buyer of record will send email notification to all vendors that responded to the RFP informing them of the cancellation of the RFP.

5.7 **Proposal Opening:**

5.7.1 Proposal openings will occur on the proposal end date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.

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5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.8 **Evaluation Process:**

5.8.1 In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.042, RSMo and as identified herein to determine the lowest and best vendor(s).

5.8.2 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.

a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.

b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.

c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the proposal.

d. The Division of Purchasing reserves the right to reject any and all proposals.

e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

5.8.3 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal**. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

a. **Business Compliance Exhibit G, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

b. **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority

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be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

c. **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

d. **Business Compliance Exhibit J, Employee/Conflict of Interest.**

e. **Business Compliance Exhibit K, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit K, Federal Funding Unique Identity ID**.

f. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

g. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.8.4 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.

a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.

b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.10 of the RFP)

c. Negotiations may be conducted in person, in writing, or by telephone.

d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.

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e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.

f. The vendor's methodology, or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

g. The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.

h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.

i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

5.8.5 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

5.8.6 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

5.8.7 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

5.8.8 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

a. Organization for the Blind and Sheltered Workshop Participation Prerequisites: In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

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1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars ($5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars ($10,000,000.00).

1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

Vendor's Commitment Number x 2.5 points = Awarded Points

Examples: A commitment of three percent (3%) would be calculated as: 3 x 2.5 points = 7.5 awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: 5.5 x 2.5 points = 13.75 awarded points. If, instead of a percentage, a vendor's response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

d. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.

e. Blind or Sheltered Workshop Commitment: If the vendor's response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

5.8.9 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference** with the solicitation. If the solicitation does not include the completed **Exhibit F** in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified

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as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

5.9 **Award Determination:**

5.9.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

5.9.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.

5.9.3 Determination of Awards: In order to ensure adequate vehicle supply availability throughout the state agency locations and to meet the potentially high demand for vehicles, the State of Missouri anticipates awarding contracts to all vendors determined to be responsive to the requirements of the RFP. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.

5.9.4 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.

5.9.5 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search).

a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (https://missouribuys.mo.gov/bidboard) for all vendors to view.

b. Vendors that respond to an RFP will be notified of the award results via e-mail.

******END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION******

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EXHIBIT A
PROPOSAL SIGNATURE PAGE

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

STATE PURCHASE-FY25-0182-SL
STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Vendor's Organization Name:			
MissouriBUYS Supplier Number:			
Point of Contact:			
Phone Number:		**Email Address:**	
Mailing Address:			
City/State/Zip:			
Vendor Tax Filing Type with IRS (check one):	☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: / / MM/DD/YYYY		

I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.

Authorized Signature	**Date**
Printed Name	**Title**

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EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their proposal. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their proposal, including all exhibits, are properly completed and submitted with their proposal. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign **Exhibit A, Proposal Signature Page.**	☐
2.	Complete all information required on **Exhibit C, Motor Vehicle Categories**.	☐
3.	Complete **Exhibit D, Participation Commitment** for any Organization for the Blind/Sheltered Workshop proposed.	☐
4.	Complete **Exhibit E, Documentation of Intent to Participate**, identifying each Organization for the Blind/Sheltered Workshop, proposed.	☐
5.	Complete **Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference**, if applicable.	☐
6.	Complete **Business Compliance Exhibit G, State of Missouri Tax Compliance** and attach "Vendor No Tax Due" certificate.	☐
7.	Complete **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State.**	☐
8.	Complete and sign **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification.**	☐
9.	Complete **Business Compliance Exhibit J, Employee/Conflict of Interest.**	☐
10.	Complete **Business Compliance Exhibit K, Federal Funding Unique Identity ID.**	☐
11.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	☐

REMINDER: vendors do not need to return RFP Sections 1 through 5 or the RFP attachments, if any, with their proposal response.

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EXHIBIT C, MOTOR VEHICLE CATEGORIES

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated the vendor can provide in the table below and as awarded to the contractor.

The vendor shall indicate the motor vehicle category(s) the vendor proposes to provide by placing a check mark (√) in the blank provided next to each category proposed in the table provided below. The vendor should indicate whether the vendor proposes to provide motor vehicles off the lot, fleet, or both off the lot and fleet.

Motor Vehicle Category	Off The Lot Vehicles	Fleet Vehicles
Passenger Vehicles		
Light Duty Trucks		
Medium Duty Trucks		
Work Vans		
Cargo Vans		
Patrol Vehicles		

The following vehicles are included in the Motor Vehicle Categories identified above:

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Passenger Vehicles	• Mid-Size; 4-Door Sedan; Regular Unleaded Fuel • Full-Size; 4-Door Sedan; Regular Unleaded Fuel • Compact; 4-Door; Electric • Compact; Crossover; Regular Unleaded Fuel • Small Sport Utility Vehicle; 4x4; Hybrid • Small Sport Utility Vehicle; 4x4 • Mid-Size/Standard Sport Utility Vehicle; 4x4, Regular Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4, Alternative Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4; Hybrid • Small/Mid-Size Crossover Vehicle; AWD • Standard/Full-Size Crossover Vehicle; AWD; 6-Cylinder • Seven (7) Passenger, Mini-Van; Alternative Fuel • Seven (7) Passenger, Mini-Van; Regular Fuel • Twelve (12) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van, DRW • Full Size Sport Utility Vehicle;4x4, Regular Fuel • Small Sport Utility Vehicle; Plug-In Hybrid • Electric Sport Utility Vehicle
Light Duty Trucks	• Small/Mid-Size Truck; 4x2; Extended Cab • Small/Mid-Size Truck; 4x4; Extended Cab • Half Ton Truck; 4x2; Regular Cab; Alternative Fuel • Half Ton Truck; 4x2; Extended Cab; Alternative Fuel • Half Ton Truck; 4x4; Regular Cab; Alternative Fuel • Half Ton Truck; 4x4; Extended Cab; Alternative Fuel • Half Ton Truck; 4x2; Regular Cab; Regular Fuel • Half Ton Truck; 4x2; Extended Cab; Regular Fuel • Half Ton Truck; 4x4; Regular Cab; Regular Fuel • Half Ton Truck; 4x4; Extended Cab; Regular Fuel • 3/4 Ton Truck; 4x2; Regular Cab • 3/4 Ton Truck; 4x2; Extended Cab

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Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Light Duty Trucks (continued)	• 3/4 Ton Truck; 4x4; Regular Cab • 3/4 Ton Truck; 4x4; Extended Cab • One Ton Truck; 4x2; Regular Cab • One Ton Truck; 4x2; Extended Cab • One Ton Truck; 4x4; Regular Cab • One Ton Truck; 4x4; Extended Cab • Small Truck; All-Wheel Drive; Crewcab • Half Ton Truck; 4x4; Crew Cab; Electric
Medium Duty Trucks	• One Ton Chassis Cab Drw; 4x2; Regular Cab • One Ton Chassis Cab Drw; 4x2; Extended Cab • One Ton Chassis Cab Drw; 4x2; Crew Cab • One Ton Chassis Cab Drw; 4x4; Regular Cab • One Ton Chassis Cab Drw; 4x4; Extended Cab • One Ton Chassis Cab Drw; 4x4; Crew Cab • Class 4 Chassis Cab Drw; 4x2; Regular Cab • Class 4 Chassis Cab Drw; 4x2; Extended Cab • Class 4 Chassis Cab Drw; 4x2; Crew Cab • Class 4 Chassis Cab Drw; 4x4; Regular Cab • Class 4 Chassis Cab Drw; 4x4; Extended Cab • Class 4 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x2; Regular Cab • Class 5 Chassis Cab Drw; 4x2; Extended Cab • Class 5 Chassis Cab Drw; 4x2; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 5 Chassis Cab Drw; 4x4; Extended Cab • Class 5 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Extended Cab • Class 6 Chassis Cab Drw; 4x2; Crew Cab • Class 7 Chassis Cab Drw; 4x2; Regular Cab • Class 7 Chassis Cab Drw; 4x2; Extended Cab • Class 7 Chassis Cab Drw; 4x2; Crew Cab
Work Vans	• Cargo Mini-Van, Regular Fuel • Cargo Mini-Van, Alternative Fuel
Cargo Vans	• Full-Size Cargo Van • Full-Size Electric Cargo Van
Patrol Vehicles	• Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle • Chevrolet Tahoe 4WD Special Service Vehicle • Dodge Charger Pursuit All-Wheel Drive Sedan • Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle • Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle • Ford Police Interceptor Utility • Ford F-150 Police Responder Supercrew • Ford Expedition Special Services Vehicle • Ford Transit Van 250 AWD • Ford Transit Van 350 Dual Rear Wheel AWD

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EXHIBIT D, PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment - If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5**,** Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

Blind/Sheltered Workshop Resources:

A list of Missouri sheltered workshops can be found at the following websites:

- Listing of Missouri Sheltered Workshops: http://dese.mo.gov/special-education/sheltered-workshops/directories
- Missouri Sheltered Workshop Products/Services Locator: http://moworkshops.org/services.html

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites:

http://www.lhbindustries.com and http://www.alphapointe.org

Participation Commitment Submission Instructions:

For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop,
2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

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Organization for the Blind/Sheltered Workshop Commitment Table			
Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed	**Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work**	**If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed**	**Committed Percentage of Participation** (%* of the Actual Total Contract Value)
			%
			%
			%
		Total Committed Percentage(s) *(must minimally be 2%)*	%

*If the actual total dollar value of the contract is less than $250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of $5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

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EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's response.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____
(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____
Address: _____ Phone #: _____
City: _____ Fax #: _____
State/Zip: _____ Certification # _____
(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the participating organization)* have agreed to provide:

_____
_____
_____
_____

Authorized Signature:

_____ _____
Authorized Signature of Participating Organization (Organization for the Blind or Sheltered Workshop) *Date*

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EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

DEFINITION – QUALIFIED SDVE:

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

- In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO certified SDVE at the time of the proposal opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.

❒ No, the vendor submitting the response to the RFP is not an OEO-certified SDVE at the time of the proposal opening date. (Not eligible for SDVE preference)

❒ Yes, the vendor submitting the response to the RFP is an OEO-certified SDVE at the time of the proposal opening date. (Eligible for SDVE preference)

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BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Proposal Signature Page** of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit G, State of Missouri Tax Compliance
- Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit J, Employee/Conflict of Interest
- Business Compliance Exhibit K, Federal Funding Unique Identity ID

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BUSINESS COMPLIANCE EXHIBIT G,
STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at http://dor.mo.gov/forms/943.pdf. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.	
"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes ☐ No ☐
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

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BUSINESS COMPLIANCE EXHIBIT H,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to https://www.sos.mo.gov/business/startBusiness.asp or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.

Business Name	
Charter Number	

Proof of Good Standing Status Included	Yes ☐ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	**Indicate if Exemption is Applicable (Check the appropriate box)**
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

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BUSINESS COMPLIANCE EXHIBIT I,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore, the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

BOX A:	To be completed by any vendor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a vendor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a vendor that meets the definition of "Company" and has ten or more employees.
BOX D:	To be completed by a vendor that meets the definition of a "Public Entity".

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BUSINESS COMPLIANCE EXHIBIT I,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX A NON COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

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BUSINESS COMPLIANCE EXHIBIT I,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX D PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

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BUSINESS COMPLIANCE EXHIBIT J,
EMPLOYEE/CONFLICT OF INTEREST

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

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BUSINESS COMPLIANCE EXHIBIT K,
FEDERAL FUNDING UNIQUE IDENTITY ID

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at https://sam.gov/content/home to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name:	**Vendor's Unique Identity ID Number:**
Parent Organization's Name:	**Parent Organizations Unique Identity ID Number:**

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ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

Return Price Quote Request Form to the Following Email Address: _____

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot*:* _____
Brand: _____
Model: _____
Year: _____
List of Requested Options/Features from the Manufacturer: _____
List of Requested Options/Features from a Third Party (aftermarket): _____
List of Required Options/Features from the Manufacturer: _____
List of Required Options/Features from a Third Party (aftermarket): _____
Quantity: _____
Delivery Location (if applicable)*:* _____

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot*:* _____
Brand: _____
Model: _____
Vehicle Identification Number (VIN): _____
Year: _____
List of Requested Options/Features from the Manufacturer Proposed: _____

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List of Requested Options/Features from a Third Party (aftermarket) Proposed: _____
List of Required Options/Features from the Manufacturer Proposed: _____
List of Required Options/Features from a Third Party (aftermarket) Proposed: _____
Quantity Proposed: _____

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	$_____
Price for Additional Options/Features in Addition to Vehicle Price	$_____
Delivery Price to Location Identified Above	$_____
Total Price	$_____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: _____ calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____

QVL Contractor's Address: _____

QVL Contractor's Point of Contact: _____

QVL Contractor's Point of Contact's Phone Number: _____

QVL Contractor's Point of Contact's Email Address: _____

Signature of QVL Contractor's Point of Contact: _____

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ATTACHMENT 2
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:
A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:
If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:
(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR
(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.
The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:	☐

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:	☐

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)
List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
List U.S. city and state where products proposed are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)
List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
List country where product proposed is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

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Attachment 2 continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
Identify country where proposed foreign-made product is manufactured or produced.
Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
Identify country where proposed foreign-made product is manufactured or produced.
Identify sole US manufacturer name.
Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting solicitation electronically, scanned or typed signature is acceptable)

COMPANY NAME

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Attachment 3
Motor Vehicle Price Quote Request Form Award Record

State Agency Information

Agency Name:			
Contact Person:		**Title:**	
Phone Numbers:	**Primary:**		
Email Address:			

Awarded Contractor Information

Contractor Name:			
Street Address:			
City, State, Zip:			
Contact Person:		**Title:**	
Phone Numbers:	**Primary:**		
Email Address:			

Vendor List - Include Qualified Vendor Names that were notified of the Price Quote Request Form.

1		**2**	
3		**4**	

Bid Responses - Include the following information regarding the Price Quote Request Form responses received. (Add additional Bid Responses as needed)

Bid Response 1:

Vendor Name:						Response Date:			
Person Contacted			Bid Type	Email		Phone		Mail	Fax
Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)			

Bid Response 2:

Vendor Name:						Response Date:			
Person Contacted			Bid Type	Email		Phone		Mail	Fax

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Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)

Bid Response 3:

Vendor Name:					Response Date:			
Person Contacted		Bid Type	Email		Phone		Mail	Fax

Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)

Award Determination: (If awarding by line item and making awards to multiple awards based on responses to a Price Quote Request Form, then the state agency must specifically identify the quantity awarded to each QVL contractor along with any other specific details that would describe the award determination that occurred.)

I HEREBY CERTIFY THAT THE PRICE QUOTE REQUEST FORM RESPONSES IDENTIFIED ABOVE ARE CORRECT AS STATED AND THAT I HAVE NOT REVEALED A VENDOR'S RESPONSE TO ANY OTHER VENDOR OR PERSON.

Purchaser's Printed Name:		Agency Name	
Purchaser's Signature			Date

State Fleet Manager Approval of Purchase:	
State Fleet Manager's Printed Name	
State Fleet Manager's Signature	Approval Date

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Attachment 4
STATE PURCHASE-FY25-0182-SL

Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.	
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the first page of your contract with the State of Missouri.
Date Report Submitted	Date Administrative Fee Report is submitted.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email Address	Email address for the person completing the report.
Administrative Fee Payment Calculation - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.	
If no payments were received during the Reporting Quarter, check the box below: Complete section if applicable.	
Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
Signature of Reponsible Party for Report Content: The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.	

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Attachment 4

MOStatewide Contract Administrative Fee Report STATE PURCHASE-FY25-0182-SL

Contractor Name: _____

Statewide Contract Number: _____

Date Report Submitted:

Report Contact Name: _____

Contact Phone Number: _____

Contact Email Address:

Administrative Fee Payment Calculation:
(If no payments received during Reporting Quarter, skip to next section)

Total Payments Received (minus returns & credits) from Missouri **State Agencies** during the Reporting Quarter :

Total Payments Received (minus returns & credits) from Missouri **Political Subdivisions** (cities, counties, etc.) during the Reporting Quarter:

Total Payments Received (minus returns & credits) from Missouri **Universities** during the Reporting Quarter:

Total Payments Received (minus returns & credits) from **Governmental Entities in Other States** during the Reporting Quarter:

Overall Total Payments Received (minus returns & credits) during the Reporting Quarter : **$0.00**

1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment) 1.00%

Total Administrative Fee Payment for the Reporting Quarter: **$0.00**

If no payments were received during the Reporting Quarter, check the box below:

[ ] No payments were received this calendar quarter for any purchases on the contract identified above.

Reporting Quarter (check one):

[ ] January 1 - March 31	[ ] April 1 - June 30
[ ] July 1 - September 30	[ ] October 1 - December 31

Submit this report to the Division of Purchasing (Purchasing) using one of the methods below:

1) **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102 - 0809 OR
301 West High Street, Room 630, Jefferson City MO 65101 - 1517
2) **Fax:** (573) 526-9815
3) **Email:** ereports@oa.mo.gov

Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:

Method of Payment Used:

[ ] Personal check
[ ] Company check
[ ] Cashier's check
[ ] Money Order
[ ] ACH (Electronic Payment)

Date of Payment Submission: __/__/20__
(mm/dd/yyyy)

Signature of Responsible Party for Report Content:

Signature: _____

Title: _____ Date: _____

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Attachment 5

STATE PURCHASE-FY25-0182-SL

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address: http://oa.mo.gov/purchasing/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

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Attachment 5: STATE PURCHASE-FY25-0182-SL - Missouri Statewide Contract Quarterly Usage Report

Contractor Name:		**Report Contact Name:**		**Contact Email Address:**	
Statewide Contract Number:		**Contact Phone Number:**		**Date Report Submitted:**	

If no purchases were made during the reporting quarter, check the box below:	**Reporting Quarter:** (check one)	[ ] January 1 - March 31	[ ] April 1 - June 30
[ ] No purchases were made during this quarter on the contract identified above.		[ ] July 1 - September 30	[ ] October 1 - December 31

Entity Type*	Customer Name	Product or Service Description	Purchase Authorization Number/Identifier	Contract Line Item Number	Quantity Delivered	Unit Price Charged	Extended Price
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
						Overall Total of Purchases	$0.00

* Entity Type: "S" = Missouri state agency; "P" = Missouri political subdivision; "U" = Missouri university; "O" = political subdivision or state entity from other state

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ATTACHMENT 6: FEDERAL FUNDS REQUIREMENTS

1.1 Federal Fund Requirements:

1.1.1 The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

1.1.2 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.

1.1.3 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

1.1.4 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:

a. The percentage of the total costs of the program or project that will be financed with federal money;
b. The dollar amount of federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.1.5 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

1.1.6 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.

1.1.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any

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proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

1.1.8 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

1.1.9 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

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b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.

d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

1.1.10 Contractor Whistleblower Protections:

a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

1.1.11 Human Rights and Affirmative Action:

a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
7) Genetic Information Non-Discrimination Act (GINA)
8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
10) Missouri Governor's E.O. #10-24; and
11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.

b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status

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unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2) The identification of a person designated to handle affirmative action;
3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
4) The exclusion of discrimination from all collective bargaining agreements; and
5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

1.1.12 Clean Air Act and Federal Water Pollution Control Act - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

240 -2026

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

May Session of the January Adjourned **Term. 20** 26

In the County Commission of said county, on the 7th **day of** May **20** 26

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve a Contract Amendment with Communications International Inc. for Telecommunications Maintenance and Related Services (replacement of Grissum radio tower site). The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of May 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing

5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: April 28, 2026
RE: Amendment #2 to: *C000991 (15-20) – Telecommunications Maintenance and Related Services* with Communications International Inc.

Purchase Agreement *C000991 (15-20) – Telecommunications Maintenance and Related Services* with Communications International Inc. was approved by commission on September 16, 2025, commission order 460-2025.

Amendment #2 adds the replacement of the Grissum radio tower site. Total cost is $1,488,807.73. Two million is budgeted in department 2706 – Boone County Joint Communications Radio Improvements, account 91900 – Construction in Progress.

cc: Contract File
Christie Davis, Joint Communications

04/28/26
RQST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

16906 VNDR #

Communications International, Inc. VENDOR NAME

15-20 BID #

Ship to Dept #: 2706

Bill to Dept #: 2706

Dept	Account	Item Description	Qty	Unit Price	Amount
2706	91900	10% due upon contract signing	1	$148,880.77	$148,880.77
2706	91900	15% due upon material order	1	$223,321.16	$223,321.16
2706	91900	25% due upon material delivery	1	$372,201.93	$372,201.93
2706	91900	25% due upon completion of tower foundation	1	$372,201.93	$372,201.93
2706	91900	15% due upon completion of installation of tower equipment	1	$223,321.16	$223,321.16
2706	91900	10% due upon final completion	1	$148,880.78	$148,880.78
		Replacement of Grissum Radio Tower			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				GRAND TOTAL:	1,488,807.73

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

PU

Prepared By

Auditor Approval

Melinda Bobbitt

From: Christie Davis
Sent: Friday, April 10, 2026 1:21 PM
To: Melinda Bobbitt; Amy Gerskin
Cc: McKinna Gorden
Subject: Contract for Grissum Tower Build
Attachments: Boone Co GRS Tower Quote 4-1-2026 V4.pdf; Boone Grissum Add Work Quote 3-27-2026.pdf; Boone GRS FSA 4-6-2026.pdf; Milestone Payment Terms - Grissum Tower 4-7-26.pdf

Melinda/Amy,

We would like to move forward with a contract amendment with Communications International for the attached proposal for the replacement Grissum Radio Tower.

The attachments include:

- The proposal with the initial quote (BOONEGRS02026) for $1,360,962.06
- Add on quote (SWF03272026H) for $127,845.67
- Add on quote breakdown
- Milestone Payment Terms

The total project is $1,488,771.73. This is budgeted under 2706 / 91900 for $2,000,000.

Please let me know what else you need from me.

Thank you,

Christie

Christie Davis, CPE, ENP • Director
Boone County Joint Communications
2145 E County Drive, Columbia MO 65202
Office: 573-554-1001 Cell: 573-289-1427

Gen. Business - For Profit Details as of 4/29/2026

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:
General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination
Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS | Create Filing: Articles of Amendment | FILE ONLINE | ORDER COPIES/CERTIFICATES

General Information | Filings | Principal Office Address

Name(s)	COMMUNICATIONS INTERNATIONAL INC.	Principal Office Address	2150 16th Ave Vero Beach, FL 32960-3436
Type	Gen. Business - For Profit	Charter No.	001051089
Domesticity	Domestic	Home State	
Registered Agent	UNITED STATES CORPORATION COMPANY 221 Bolivar Street JEFFERSON CITY, MO 65101	Status	Good Standing
Date Formed	6/30/2025		
Duration	Perpetual		
Renewal Month	May		
Report Due	6/31/2026		

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Classification

Excluded Individual

Excluded Entity

Entity Name

e.g. ABC Inc

communications international ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Enter CAGE/NCAGE Code

Federal Organizations

Exclusion Type

Exclusion Program

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Commission Order #: 240-2026 Date: 5/7/26

CONTRACT AMENDMENT NUMBER TWO
TELECOMMUNICATIONS MAINTENANCE AND RELATED SERVICES
TWO WAY RADIO SYSTEM - 800 MHz Radio Implementation and Other Implementation Services for Replacement of GRS Tower

County contract # **C000991** awarded from cooperative contract **15-20** dated **September 16, 2025**, made by and between Boone County, Missouri and **Communications International, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the replacement of the GRS Tower as detailed in the attached quotes:

Quote BOONGRS02026	$1,360,962.06
Quote SWF03272026h	$127,845.67
TOTAL	$1,488,807.73

Milestone payments will be made as follows:

10% due upon contract signing	$148,880.77
15% due upon material order	$223,321.16
25% due upon material delivery	$372,201.93
25% due upon completion of tower foundation	$372,201.93
15% due upon completion of installation of tower equipment	$223,321.16
10% due upon final completion	$148,880.78

2. The scope of work performed by Communications International, Inc. that involves the installation, integration, and commissioning of communications infrastructure and equipment is not subject to Missouri Prevailing Wage.

3. Subcontractors hired for certain elements of the work, specifically civil construction, electrical installation, and tower erection will be required to comply with Missouri Prevailing Wage Law, Annual Wage Order #32.

4. All other terms, conditions and prices of the original contract as previously amended or revised shall remain the same and apply hereto.

IN WITNESS WHEREOF the parties through their duly authorized representatives acknowledge termination of said contract.

COMMUNICATIONS INTERNATIONAL INC.

Signed by: FF58BF8ABDD74CB...

by _____

title CFO

BOONE COUNTY, MISSOURI
by: Boone County Commission

Signed by: 2B83ECDD7F6E4A6...

_____
Kip Kendrick, Presiding Commissioner

Docusign Envelope ID: CFF32EB1-D9BC-80C0-8009-01A78D35EC0A

APPROVED AS TO FORM:

DocuSigned by:
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

Signed by:
Brianna L. Lennon
242B827B32F14BF...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature	Date	Appropriation Account
DocuSigned by: 8E8FE1148A274E1...	4/30/2026	2706 / 91900: $1,488,807.73

Docusign Envelope ID: CFF32EB1-D9BC-80C0-8009-01A78D35EC0A

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quote

Date: 3/312026
Valid Until 5/30/2026
Quote #: BOONGRS02026
Customer ID: BOONE

Customer:

Christie Davis, Director
Boone County Joint Communications
2145 E. County Drive
Columbia, MO 65202

Quote/Project Description

Turnkey deployment of the Boone County GRS tower site per the attached SOW.

Presented by:

Ryan Sekenski — Project Manager
Dave Hagan — Vice President of Programs

	Quoted Price	% Markup above Cost	Extended Price
EQUIPMENT			
1-1 All State Tower	$122,903.20	20%	$153,629.00
1-2 Civil Contractor	$164,360.00	20%	$205,450.00
1-3 Electrical Contractor	$126,000.00	20%	$157,500.00
1-4 SSS Tower Construction	$127,180.20	20%	$158,975.25
1-5 SSS Tower Services	$8,400.00	20%	$10,500.00
1-6 Global Power	$28,573.44	20%	$35,716.80
1-7 Cummins Gen Set	$41,632.64	20%	$52,040.80
1-8 Ferrall Gas	$9,419.20	20%	$11,774.00
1-9 Modular Connections	$148,036.00	20%	$185,045.00
1-10 Cabling	$199.50	20%	$249.38
1-11 SSS Tower Labor	$17,640.00	20%	$22,050.00
1-12 SSS Engineering Services	$21,000.00	20%	$26,250.00
1-13 SSS Tower Materials	$17,640.00	20%	$22,050.00
1-14 Spare Grounding and Cabling Material Allowance	$8,960.00	20%	$11,200.00
1-15 Shelter Work Package	$24,640.00	20%	$30,800.00
1-16 Zoning/Surveys/Permits Package	$23,445.52	20%	$29,306.90
1-17 Auxillary Equipment Installs Labor	$23,445.52	20%	$29,306.90
1-18 DB Spectra RX/TX Antenna and supporting equipment	$18,461.40	20%	$23,076.75
1-19 EnerSys DC Batteries / Cabling / Grounding Consumables	$33,651.64	20%	$42,064.55
Subtotal Equipment and Ci Oversightfees			*$1,206,985.33*
CI INTEGRATION SERVICES			
Installation	$39,642.40	0%	$39,642.40
2-2 Tech	$15,723.00	0%	$15,723.00
2-3 Eng	$17,215.00	0%	$17,215.00
2-4 Site Manager	$0.00	0%	$0.00
2-5 PM	$36,130.00	0%	$36,130.00
2-6 Per diem	$5,140.80	0%	$5,140.80
2-7 Lodging	$13,440.00	0%	$13,440.00
Total Installation Includes: project management, civil construction oversight, tower services, equipment relocation, shelter installation, RF system work, P25 infrastructure migration, power integration, grounding, and final commissioning	*$127,291.20*	*0%*	*$127,291.20*
FSA Contrct Commission			$26,685.53
Total			**$1,360,962.06**

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Boone County – Grissom Tower Site

1. Project Overview

Communications International (Ci) will deliver a fully integrated, turnkey deployment of the new Boone County GRS tower site. This scope includes civil construction coordination and oversight, tower services, RF and antenna system installation, communications shelter placement and integration, power and grounding implementation, installation and integration of P25 radio system infrastructure (as defined in the agreed project documentation), system commissioning, and final acceptance.

As part of this proposal, Ci will furnish and install new RF antennas, associated antenna hardware, and DC battery racks in lieu of reusing equipment from the existing GRS tower site. Ci will also furnish and install all required RF transmission line systems, including coaxial cable, microwave waveguide, connectors, adapters, grounding kits, and weatherproofing materials necessary for complete system deployment.

The Customer will procure the required P25 radio system infrastructure equipment under a separate agreement or an addendum to this proposal with Ci at a later point in time. Ci will coordinate closely with the Customer to ensure alignment on equipment compatibility, delivery timelines, and integration requirements to support overall project success.

The Customer may elect to provide additional customer-owned tower or site equipment for installation at the new site. Any customer-furnished equipment (CFE) will be identified and mutually agreed upon in writing as part of the final approved scope of work. Ci will install, integrate, test, and commission approved CFE; however, responsibility for equipment condition, manufacturer support, warranty, and long-term performance will remain with the Customer. Should any CFE require modification, replacement, or additional engineering effort beyond the defined scope, Ci will coordinate with the Customer to review impacts and determine appropriate scope, schedule, or cost adjustments before proceeding.

The new tower site will be fully constructed, equipped, tested, and placed into operational service prior to the transfer of any existing GRS tower equipment identified for relocation. No equipment will be removed from the current site until the new site is verified operational, supporting continuity of service and coverage. Any relocation activities will be coordinated collaboratively and limited to equipment mutually agreed upon as suitable for reuse.

Ci will manage and coordinate all subcontractors, vendors, logistics, and scheduling activities required to deliver a code-compliant, fully operational, and acceptance-ready P25 communications facility within the defined scope. Ci remains committed to transparent communication and proactive coordination throughout the project lifecycle.

2. Project Deliverables

2.1 Civil Construction Coordination & Oversight

Ci will manage and oversee all civil construction work required for the project, including:

Tower Site Civil Work

- Construction of tower foundation
- Construction of generator pad, LP tank pad, and shelter pad
- Access road dressing, grading, and rock placement
- Clearing, grading, geotextile fabric installation, and complete compound rock surfacing
- Site drainage considerations and water control
- Construction of compound fencing (7’ fence with barbed wire)

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- Construction of grounding ring (as required by site engineering)
- Trenching for power, grounding, and communications pathways
- Final site cleanup and restoration

Communications Shelter Installation

- Procurement and delivery of a 12’×24’ pre-fabricated communications shelter
- On-site staging, crane operations, shelter placement, and anchoring
- Verification of shelter structural alignment and leveling
- Coordination of subcontractors for shelter placement and pad preparation

2.2 Electrical & Power Infrastructure Integration

Ci will manage and coordinate all electrical work necessary to support the new tower site:

- Installation and integration of AC electrical service into the new shelter
- Installation of distribution panels, breakers, grounding bars, surge suppression, and bonding components
- Integration of generator Automatic Transfer Switch (ATS) wiring
- Installation of grounding electrode conductors and interior bonding grid
- Coordination of all permanent power utility work
- Verification of NEC and local code compliance

2.3 Environmental & Regulatory Compliance

Ci will coordinate all environmental and regulatory requirements, including:

- Phase 1 Environmental Site Assessment (ESA)
- NEPA environmental checklist
- Cultural resources review
- FAA, FCC, and ASR filings for tower registration
- Geotechnical drilling and analysis
- Stormwater and land-disturbance compliance

2.4 Permitting & Site Acquisition Support

Ci will coordinate and support all required permitting activities, including:

- Zoning review and applications
- Administrative zoning filings and hearings (if required)
- Building and electrical permit acquisition
- Utility service approvals
- Site plan and lease exhibit coordination
- Preliminary and final stamped construction drawings

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3. Ci-Managed Equipment & Infrastructure

3.1 Generator System

Ci will coordinate the installation of the generator system:

- 50kW 60Hz generator and ATS installation
- Integration of telemetry gateway and alarm monitoring
- Verification of battery and auxiliary power systems
- Vendor-certified startup and functional testing

3.2 Propane Fuel System

Ci will supervise installation and integration of the propane fuel system, including:

- Placement and burial of the 1000-gallon propane tank
- Fuel line trenching and regulator installation
- Placement of anode bags and grounding components
- Coordination with propane vendor for testing and commissioning

3.3 Tower System

Ci will manage the implementation of the new tower system, including:

- Delivery and staging of the 280’ self-supporting tower
- Validation of PE-stamped tower and foundation drawings
- Installation of waveguide ladder, safety climb system, and lightning protection
- Coordination of tower stacking, erection, and crane operations
- Installation of all miscellaneous tower hardware, grounding kits, and safety components

3.4 Tower Antenna & Transfer Line Installation

Ci and its qualified tower subcontractor will perform antenna and transmission line work at the new tower site, including:

- Installation of new antennas and transmission lines provided under this project
- Installation of customer-owned antennas, transmission lines, or RF hardware currently in storage, as identified by the Customer
- Installation of hangers, ice bridges, stand-offs, and grounding kits
- Antenna mounting at specified heights, azimuths, and down-tilt
- Sweep testing and PIM testing of all installed RF paths
- Verification of transmission line grounding and bonding

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Additional scope includes:

- P25 LMR coaxial cable, connectors, hangers, antenna mounts, and stand-offs
- Coaxial grounding kits and full weatherproofing systems
- Microwave waveguide, connectors, twist-flex adapters, and associated hardware
- Waveguide grounding kits and integration with dehydrator systems
- Installation, routing, securing, and labeling of all transmission lines

All RF and microwave transmission systems will be installed in accordance with manufacturer specifications and industry standards, fully grounded, weatherproofed, and tested to ensure proper system performance.

Any existing GRS tower antennas, transmission lines, or RF equipment identified for transfer from the current GRS site will only be removed and installed at the new site after the new tower site has been constructed, equipped, and placed into service.

3.5 New Communications Shelter – Interior Integration

Inside the new shelter, Ci will install and integrate:

- Interior grounding bars and bonding conductors
- Ladder rack, cable tray, and cable management systems
- Bulkhead entry plates with weather-sealed penetrations
- Raceway and conduit for RF, Ethernet, fiber, and DC cabling
- Install DC Battery Racks for P25 Infrastructure
- Equipment racks and anchoring hardware

3.6 Grounding, Bonding & Non-RF Materials

Ci will provide and install all materials required to properly ground and bond the site, including:

- Tower grounding and bonding to site ground ring
- Shelter grounding and interior copper busbars
- Fence, gate, generator, and LP tank grounding
- Rack bonding, ladder tray bonding, and equipment grounding
- Exothermic welds, clamps, rods, and grounding hardware

Additional grounding scope includes:

- Supplemental grounding kits for coaxial and waveguide systems
- Integration of RF and microwave grounding systems with the overall site grounding network

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3.7 Installation Consumables & Hardware

Ci will provide all necessary installation consumables and miscellaneous hardware required to complete the site build, including:

- Fasteners, anchors, clamps, and mounting hardware
- Sealants, weatherproofing materials, and protective coverings
- General installation materials required to support construction and equipment integration

3.8 Tower Crew Services

Ci will coordinate and manage tower crew services required for all tower-related work, including:

- Tower climbing and rigging services
- Antenna and transmission line installation support
- Installation of mounts, brackets, and tower-mounted hardware
- Support for testing, alignment, and final verification

4. P25 Equipment Installation & Integration

4.1 Customer-Furnished P25 Equipment

The Customer will procure new P25 radio system equipment for the project through a separate agreement or addendum to this proposal with Ci at a later time. The Customer may also furnish additional P25-related or site equipment currently in storage for installation at the new site.

Ci will not remove or relocate any applicable P25 equipment from the existing GRS site until the new site is operational and approved for cutover.

4.2 Installation & Integration in New Shelter

Ci will install and integrate all customer-furnished P25 equipment in the new shelter, including:

- Rack installation and equipment mounting
- Grounding and bonding of all P25 equipment
- Routing and termination of RF, Ethernet, fiber, and control cabling
- Installation of routers, switches, combiners, multicouplers, and timing references
- Configuration and integration with the P25 network and backhaul
- VIDA core or network registration support

Docusign Envelope ID: CFF32EB1-D9BC-80C0-8009-01A78D35EC0A

5. RF Testing & Backhaul Validation

Ci will perform RF and system testing required for operational acceptance, including:

Sweep and PIM testing of antenna systems

Antenna system operational verification

6. System Bring-Up, Commissioning & Final Acceptance

Ci will:

- Perform full P25 site commissioning
- Validate alarms, RF channels, networking, timing, and power systems
- Generate and close punch-list items
- Provide final acceptance documentation
- Support Boone County during final cutover

7. Project Management

Ci provides full project management support, including:

- Subcontractor coordination and scheduling
- Progress tracking and risk management
- Material logistics and staging oversight
- Customer communication and reporting
- Safety oversight and compliance

Additional scope includes:

- Installation oversight and field execution coordination
- Engineering support for integration and issue resolution
- Project execution management across all workstreams

8. Documentation Delivered

Ci will deliver a complete documentation package including:

- As-built rack layouts
- Grounding and bonding diagrams
- Network and IP documentation
- Sweep and PIM test results
- Commissioning and acceptance reports
- Final construction documentation

Docusign Envelope ID: CFF32EB1-D9BC-80C0-8009-01A78D35EC0A

Project Assumptions

- Pricing does NOT include Prevailing Wages. No prevailing wage, certified payroll, mandatory union workers, or mandatory minority workers are required for this work.
- All work is assumed to be done during regular business hours as dictated by the time zone (Monday through Friday, 7:30 a.m. to 5:00 p.m.)
- All recurring and non-recurring utility costs, including, but not limited to, generator fuel, electrical, and telco, will be borne by the Customer or site owner.
- Sites will have adequate electrical service available for the shelters, equipment rooms, and towers. Utility transformers and transformer upgrades have not been included.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials found during site investigations, construction, or equipment installation will be negotiated as a separate change order.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Ci will seek excusable delays rather than risk job site safety.
- Lead paint testing of existing painted towers or rooftop structure has not been included.
- For dispatch locations, the existing cable support facilities that lead from the outside antenna to the cable entry port can be used for supporting the new control station antenna cables.
- At dispatch centers, the interior flooring is capable of supporting the proposed new equipment rack weight loads. No physical or structural modifications to the existing rooms will be required to accommodate the installation of the Ci/L3Harris system components.
- All existing antenna support towers and structures, including condominium rooftop applications, are structurally capable of supporting the new antennas, cables, mounts, and ancillary equipment proposed and will not need to be removed, rebuilt, or strengthened.
- The interior flooring of all designated equipment shelters—including those located on condominium rooftops—can support the weight of the new Ci/L3Harris radio system equipment, including battery plants.
- Adequate space is currently available—or can be made available as needed—within the existing interior equipment rooms at each City-defined site to support the installation of the new Ci/L3Harris radio system equipment.
- RF coverage predictions and performance guarantees are based on achieving the antenna heights and azimuths specified in the proposal's coverage information sheet. These parameters are critical to meeting the performance objectives outlined in the RFP and must be secured during implementation to ensure system performance aligns with the modeled expectations.
- This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 5%. We reserve the right to recover cost impacts above (SIR).
- The prices set forth in this Proposal are based on Ci's supplier pricing and the laws and regulations in effect as of the date of this Proposal and Ci expressly reserves the right to change its pricing if Ci's supplier pricing is increased or there occurs a Force Majure event or circumstance (as that term is defined in the attached terms and conditions governing this Proposal).

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Docusign Envelope ID: CFF32EB1-D9BC-80C0-8009-01A78D35EC0A

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quote

Date:	3/27/2026
Valid Until	4/27/2026
Quote #:	SWF03272026H
Customer ID:	BooneCo.

Customer:

Boone County

Add On to Grissum Tower

Quote/Project Description

Add on to Grissum Tower Project.

Presented by:

Ryan Selenski	Project Manager
Steve Fisher	Chief Engineer

Item	Qty	Model	Description	Unit Price	Extended Sale
1	1	LOT	P25 LMR Coaxial Cable, Connectors, Hangers, Antenna Mounts,Coaxial Ground Kits & Weather Proofing	$ 12,621.00	$ 12,621.00
2	1	LOT	Microwave Waveguide, Connectors, Twist Flex Adapters, Dehydrator, Waveguide Grounding Kits, & Weather Proofing	$ 32,476.91	$ 32,476.91
3	1	Grnd	Grounding Materials	$ 1,056.67	$ 1,056.67
4	1	IS-CS	Installation Consumables & Hardware	$ 720.00	$ 720.00
5	1	Sub-SS	Tower Crew Services	$ 70,164.82	$ 70,164.82
6	1	CI-SS	Installation, Engineering & Project Management		$ 10,806.28
				Total	$ 127,845.67

Special Notes and Instructions

Proposal is Based on Equipment and Materials Pricing Availability an the Time of this Proposal and Subject to Market Fluctuations

Assumptions

Docusign Envelope ID: CFF32EB1-D9BC-80C0-8009-01A78D35EC0A

Quote subject to Ci standard terms and conditions.
Submit Purchase Order to:

Communications International
2150 15th Ave
Vero Beach, FL 32960
www.ask4ci.com

Quote accepted:

Signature Date

Print Name Title

QUOTE TERMS AND CONDITIONS:

1. Quotes are exclusive of all installation and programming charges unless expressly stated and all applicable taxes.
2. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
3. Ordered equipment may be returned for a full refund, less a 25% restocking fee, if the equipment is returned unused and undamaged in its original packaging within six months after shipment.
4. Prices quoted are valid for the duration as noted above.
5. Net 30 days after invoice
6. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment. Communication International, Inc. DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Communication International, Inc.'s TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, IN NO EVENT WILL COMMUNICATIONS INTERNATIONAL INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.
9. The prices set forth in this Proposal are based on Ci's supplier pricing and the laws and requlations in effect as of the date or this proposal. CI expressly reserves the right to adjust pricing if Ci's supplier pricing increased or if there occurs a Force Majure event or circumstance. (As that term is defined in the above ternms and conditions)

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4/6/2026 **Boone County GRS Tower Add On**

Item	Part Number	Microwave System Antenna Components	Quantity	Unit List	L->P %	Unit Sale	Ext List	Ext Sale
1	TF3663GG	6 GHZ 36" Flex Adapter	8	$ 702.00	20%	$ 561.60	$ 5,615.99	$ 4,492.79
2	TF2463GG	6 GHZ 24" Flex Adapter	8	$ 612.00	20%	$ 489.60	$ 4,896.00	$ 3,916.80
3	PW63FF137	6 GHZ Pressure Window CPR137G	8	$ 131.40	20%	$ 105.12	$ 1,051.20	$ 840.96
4	WK-U	Connector Weather proofing kit	16	$ 22.29	20%	$ 17.83	$ 356.56	$ 285.24
5	6600D-2	2 Port Manifold Kit	2	$ 512.07	20%	$ 409.66	$ 1,024.14	$ 819.30
6	EU63	EU-63 Waveguide	800	$ 20.27	20%	$ 16.21	$ 16,216.00	$ 12,971.52
7	EU63PCPR137G	Waveguide connector	8	$ 431.50	20%	$ 345.20	$ 3,452.00	$ 2,761.60
8	GK-NL	Ground Kit for EU63 Waveguide	20	$ 36.24	20%	$ 28.99	$ 724.80	$ 579.84
9	BH-63	Wave Guide Hangers EU 63 Waveguide	30	$ 37.36	20%	$ 29.89	$ 1,120.80	$ 896.83
10	HG-64	Hoisting Grip	8	$ 32.77	20%	$ 26.22	$ 262.16	$ 209.73
11	KD-C70	Dehydrator 48 VDC - Rack Mountable 4 Port	1	$ 3,897.87	20%	$ 3,118.30	$ 3,897.87	$ 3,118.30
12	Shipping	Heavy Freight Shipping & Handling	1				$ 1,584.00	$ 1,584.00
							$ 40,201.52	**$ 32,476.91**

Item	Part Number	LMR Antenna Components		Unit List	L->P %	Unit Sale	Ext List	Ext Sale
1	SMK-135	HD Sinclair Side Mount Kit	4	$ 1,043.51	20%	$ 939.16	$ 4,174.04	$ 3,756.64
2	EC4-50-HF	1/2 Hi Flex cable	100	$ 3.91	20%	$ 3.13	$ 391.00	$ 313.00
3	NM50B12X	1/2 N Male for Hi Flex cable	10	$ 36.00	20%	$ 28.80	$ 360.00	$ 288.00
4	7/16M50B12X	1/2 DIN Male for Flex cable	4	$ 35.00	20%	$ 28.00	$ 140.00	$ 112.00
5	EC4-50	1/2 Standard Coax Cable	200	$ 2.91	10%	$ 2.33	$ 582.00	$ 466.00
6	NM50V12	1/2 N Male connectors	10	$ 37.00	20%	$ 29.60	$ 370.00	$ 296.00
7	7/16M50V12N1	1/2 Male 7/16 DIN Connector	2	$ 27.00	20%	$ 21.60	$ 43.20	$ 43.20
8	IS-50NX-C2-MA	Coaxial Surge Arrestor	4	$ 98.99	10%	$ 89.10	$ 395.96	$ 356.40
9	BH-12	1/2 Butterfly hangers	10	$ 25.00	20%	$ 20.00	$ 250.00	$ 200.00
10	GK-NS	1/2 ground Kit	6	$ 24.00	20%	$ 19.20	$ 144.00	$ 115.20
11	EC5-50-A	7/8 Standard Coaxial cable	800	$ 5.91	20%	$ 4.73	$ 4,728.00	$ 3,784.00
12	7/16F50V78N1	7/8 DIN Female Connector	4	$ 38.00	20%	$ 30.40	$ 152.00	$ 121.60
13	716M50V78N1	7/8 DIN Male Connector	4	$ 39.50	20%	$ 31.60	$ 158.00	$ 126.40
14	GK-Q78-T	7/8 ground Kit	20	$ 25.00	20%	$ 20.00	$ 500.00	$ 400.00
15	BH-78	7/8 Butterfly hangers	30	$ 25.00	20%	$ 20.00	$ 750.00	$ 600.00
16	HG-78L	Hoisting Grip	8	$ 21.00	20%	$ 20.00	$ 168.00	$ 160.00
17	WK-U	Connector Weatherproofing Kit	16	$ 19.80	20%	$ 15.84	$ 316.80	$ 253.44
18	Shipping Charges	Freight	1				$ 1,229.12	$ 1,229.12
							$ 14,852.12	**$ 12,621.00**

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Line # 2-01 **Services**

Item	Type	Description	Hours	Unit Price		Unit Sale		Ext Sale
1	SI	System Installer	21	$ 106.00	0%	$ 106.00		$ 2,226.00
2	ST	System Tech	8	$ 123.00	0%	$ 123.00		$ 964.00
3	PM	Project Manager	16	$ 170.00	0%	$ 170.00		$ 2,720.00
4	SE	System Engineer	32	$ 153.00	0%	$ 153.00		$ 4,896.00
								$ 10,806.00

Tower Crew Services

Item		Site Name		Unit Price		Unit Sale		Ext Sale
1		Old Grisssum Tower	1	$ 16,884.35	0%	$ 16,884.35		$ 16,884.35
1		New Grissum Tower	1	$ 37,572.83	0%	$ 37,572.83		$ 37,572.83
1		JCT Tower	1	$ 10,507.33	0%	$ 10,507.33		$ 10,507.33
1		RKB Tower	1	$ 5,200.30	0%	$ 5,200.30		$ 5,200.30
			1		0%			$ -
			1		0%			$ -
			1		0%			$ -
			1		0%			$ -
								$ 70,164.81

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COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Milestone Payment Terms for
Boone County Joint Communications Grissum Tower and Associated Services

- 10% due upon contract signing
- 15% due upon material order
- 25% due upon material delivery
- 25% due upon completion of tower foundation
- 15% due upon completion of installation of tower equipment
- 10% due upon final completion

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Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Docusign Envelope ID: CFF32EB1-D9BC-80C0-8009-01A78D35EC0A

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$61.64
Boilermaker	$34.21*
Bricklayer-Stone Mason	$57.33
Carpenter	$54.00
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$47.94
Plasterer	
Communication Technician	$60.91
Electrician (Inside Wireman)	$60.73
Electrician Outside Lineman	$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$34.21*
Glazier	$57.72
Ironworker	**$72.58**
Laborer	$45.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$63.31
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$67.29
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$43.55
Plumber	$72.49
Pipe Fitter	
Roofer	$56.44
Sheet Metal Worker	$58.82
Sprinkler Fitter	$69.16
Truck Driver	$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

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Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.38
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$53.59
General Laborer	
Skilled Laborer	
Operating Engineer	$69.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

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OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.