

**A RESOLUTION AUTHORIZING THE PURCHASE  
OF RECORD DIGITIZING SERVICES**

**WHEREAS**, the City desires to retain a qualified contractor to electronically capture images of the City's microfilm archives of building and engineering plans ("**Services**"); and

**WHEREAS**, the approved Fiscal Year 2024 Annual Budget includes \$90,000 in funding to obtain the Services; and

**WHEREAS**, Section III of Appendix A to the Municipal Code, being the City's Purchasing Manual, states that the City Council may authorize the purchase of the Services by utilizing a bid previously conducted by public purchasing cooperatives, thereby satisfying the Manual's requirement that the City solicit competitive bids for purchases in excess of \$25,000; and

**WHEREAS**, by participating in the cooperative purchasing programs administered by OMNIA Partners, Public Sector, Inc. and its affiliates and subsidiaries ("**OMNIA Partners**"), the City can realize substantial savings on the Services by utilizing a competitively solicited cooperative purchasing contract previously awarded through OMNIA Partners to Iron Mountain, Inc. ("**Vendor**"); and

**WHEREAS**, Vendor has submitted a Statement of Work, attached as **Exhibit A ("**Proposal**")** that proposes to complete the Services at an estimated total extended price of \$32,609.79; and

**WHEREAS**, as required by the Purchasing Manual, the Finance Director has been consulted and believes that the Vendor's Proposal is a fair price for the Services; and

**WHEREAS**, the City Manager recommends that the City Council approve utilizing the OMNIA Partners agreement and accept Vendor's for the Services at a total extended price not to exceed \$50,000, with the excess purchase authority reserved in case the quantity of records provided to Vendor exceeds the City's estimate; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City to purchase the Services from Vendor through the OMNIA Partners agreement as set forth in this Resolution.

**NOW THEREFORE**, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

**Section 1:** The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2:** Pursuant to the City Purchasing Manual and the City's home rule authority, the City Manager is hereby authorized to purchase the Services from Vendor using the unit price basis provided in the Proposal attached as **Exhibit A**, with the total cost not to exceed \$50,000, and is further authorized to execute any documents necessary to effectuate the intent of this Resolution.

**Section 3:** Pursuant to the City Purchasing Manual and the City's home rule authority, the City Manager is hereby authorized and directed to execute any registration or agreement necessary with OMNIA Partners as may be necessary to complete the purchase of the Services from Vendor at the quoted price.

**Section 4:** This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

**PASSED AND APPROVED** by the City Council of Rolling Meadows, Cook County, Illinois this 24<sup>th</sup> day of September, 2024.

AYES: Boucher, Koehler, McHale, Budmats, O'Brien

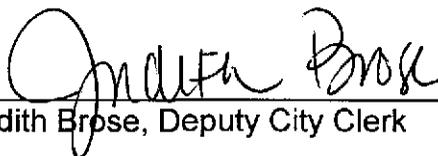
NAYS: 0

ABSENT: Vinezeano, Reyez



\_\_\_\_\_  
Lara Sanoica, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

**Exhibit A**

**Proposal**



This Statement of Work ("SOW") is a proposal by ("Iron Mountain", "IRM" or "IM") to perform the services described herein, including the pricing, assumptions, and terms and conditions that will apply to a contract resulting from this SOW.

Throughout this SOW, certain provisions have been selected for incorporation herein either by (i) check of a clause(s) that is presented in full, or (ii) check of a link to static, dated clause or clauses incorporated by reference. In both instances (i) and (ii), such provisions are material to this SOW and applicable to a contract resulting from this SOW.

**Customer Information ("Customer"):**

CUSTOMER ENTITY NAME: City of Rolling Meadows  
ADDRESS LINE 1: 3600 Kirchoff Road, Rolling Meadows, IL 60008

CUSTOMER POC NAME: **Jordan Ellena** / (847) 870-2650/ [EllenaJ@CityRM.org](mailto:EllenaJ@CityRM.org)

<b>Transportation and Digitization of 10,000 microfilms</b>	Date of SOW: 08/28/2024
IMGS/SLED Number: SLED0004341	Project #: PR-006976

**Proposal Validity Period:** The terms and fees quoted under this SOW will only remain valid for acceptance by Customer until 02/28/2025. Thereafter, Iron Mountain may modify the fees or terms and require a modified SOW.

**Iron Mountain Contacts:**

IM CONTACT #1: Paul Fisher TITLE: Sr.BDE EMAIL: <a href="mailto:paul.fisher@ironmountain.com">paul.fisher@ironmountain.com</a> PHONE: +1-414-305-7148	IM CONTACT #2: Srividya Srinivasan TITLE: CSM – SLED EAST EMAIL: <a href="mailto:srividya.srinivasan@ironmountain.com">srividya.srinivasan@ironmountain.com</a> PHONE: 610-412-5705
IM CONTACT #3: Sean Sultan TITLE: Project Solutions Specialist EMAIL: <a href="mailto:sean.sultan@ironmountain.com">sean.sultan@ironmountain.com</a>	IM CONTACT #4: Barbara Wharton TITLE: Scanning Solutions Specialist EMAIL: <a href="mailto:srividya.srinivasan@ironmountain.com">srividya.srinivasan@ironmountain.com</a>

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## Section 1

### Introduction and Technical Statement of Work/ Performance Schedule

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#### Digital Conversion

*Iron Mountain provides customers full digital transformation services including document preparation, scanning of textual and graphical documents into digital data, quality assurance, indexing, document reassembly, and digital delivery of data to a new media.*

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#### Controlled Material

Customer will not provide Iron Mountain with any Deposits (including goods, software, services, and/or technical data) 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 of the Agreement Customer determines that it can no longer comply with this Section, 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 the Deposits.

#### Digital Conversion Description

Customer seeks a cost-effective, outsourced solution to manage the conversion of microfiche records to digital images.

#### Business Hours

The digitization part of this project will be completed by Iron Mountain during normal business hours: Monday through Friday 8:00 AM to 5:00 PM local time excluding weekends and holidays.

#### Project Details

##### Conversion Type

The following are the types of documents/originals to be converted:

Estimated Percentage of Volume	Media Type
100%	Microform

##### Project Type

This conversion project consists of the following:

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- Microfiche (Backfile)

## Turnaround Requirements

Please note: Turnaround time is defined by the time Iron Mountain receives the documents for processing to the time the converted images and data are made available to Customer.

- Backfile turnaround requirements will be mutually agreed upon during the implementation of this solution, unless otherwise specified.
- A test box was not converted for this project as a representative sample of the Customer's documents. All processing assumptions contained herein are based directly upon the information provided by the Customer.

The above SLA applies only to the maximum volume amounts specified within this SOW. Items exceeding that maximum will be processed within the SLA if possible; however, will not count against Iron Mountain's achievements to the SLA. Documents over the maximum volume amount will be processed the following business day in a "First-In First-Out" (FIFO) order.

## Logistics

### Location 1

The information below refers to records/documents stored at the location listed below:

City of Rolling Meadows  
ATTN: Jordan Ellena  
ellenaj@cityrm.org  
(847) 870-2650  
3600 Kirchoff Road  
Rolling Meadows, IL 60008

### Additional Details

- Documents/records will be made available to Iron Mountain all at one time.
- Customer will coordinate shipping inventory to and from Iron Mountain imaging center.
- The estimated number of boxes is 10.

## Expected Volumes

### Microform

#### Microfiche – 16mm

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Number of Fiche .....	22,500
Average Number of Images per Fiche.....	20
Total Number of Images .....	450,000

**Microfiche – 35mm**

Number of Fiche .....	7,500
Average Number of Images per Fiche.....	6
Total Number of Images .....	45,000

## Preparation

### Document Preparation Requirements

No preparation is required for the microform conversion.

### Document Prep Performed By

Documents do not need to be prepared prior to scanning.

- The Microform items for conversion are in **good** condition.
- If the majority of the material received is not in good condition, Iron Mountain reserves the right to requote based on variations of quality.
- Inter document gap is already separated for Iron Mountain scanners to recognize each frame.

### Separation Details

- Separation will be at the file level for the backfile conversion.
- Separation will be done manually for microform projects.
- Iron Mountain will maintain the order of the documents in a given box, scanning from the first page to the last page. We will not rearrange the documents prior to scanning.

## Scanning

### Scanning Requirements

This section outlines the setup of the scanner and related functions for all hard copy conversion. All scanning will be performed in duplex mode set with automatic blank page deletion at 5kb or less per page. Images over

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5kb that contain no appreciable information will not be considered rejects.

Iron Mountain standard scanning features, including deskewing, automatic brightness, density and threshold settings, despeckle, auto orientation and edge cleanup, are done through an automated process. The output of the automated process will be accepted as is unless otherwise noted in the Quality Assurance section.

### Scanning Details

- The entire project will be scanned in **black and white**.

The scanners used for this project will have the following capabilities:

- Microform

### Microform Details

#### Microfiche

- **Size:** 16mm (75%) and 35mm (25%)
- **Style:** Jacketed Microfiche
- **Reduction Ratio:** 24X
- **Indexing information located:** Microfiche title bar (house #, address)

## Quality Assurance

### Validation Requirements

Validation consists of a visual comparison, a review of image quality, and document separation. The level of quality control selected for this project is outlined below.

- Iron Mountain will perform a validation to ensure all images are captured from the microfilm in a consistent and accurate manner.

### Indexing

Indexing creates necessary metadata fields to support standard search functionality to access the documents.

- Iron Mountain will not verify the indexed values.

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- Customer will provide examples of the documentation with index fields identified prior to implementation of project. Samples will be complete and representative of documents Iron Mountain will receive during the course of the project. Any document type or variation not included in this sample will be indexed at best effort, but not applicable to Iron Mountain quality requirements.
- For manually indexed fields, Iron Mountain will only capture data present on image. Blank or default values will be provided for missing or illegible data as defined by Customer.
- In the table below, if there are index fields that use match and merge as the basis, Customer will supply the metadata to Iron Mountain. Customer will provide the metadata to the designated Iron Mountain secured file transfer protocol (SFTP) site or via portable media on a predetermined basis. Data will be properly formatted as defined by Iron Mountain. See special instructions for the frequency the metadata will be received by Iron Mountain.

## Index Fields

Primary Field?	Index Field Name	Basis	Keyed/O CR	No. of Char	Fixed Length?	Req	Format	Verify	Other Date Format	Drop-Down Values / Special Instructions
	House #, direction, street	Per File	Manual	13	No	Yes	Alpha-Numeric	No		

## Reassembly

This section provides the reassembly details of the original hard copy material post conversion.

- The scanned documents will be placed back into the receiving container in the order in which they were scanned; **no reassembly** is required.

## Hard Copy and Digital Release

The following information outlines the disposition of the original hard copy materials as well as the requirements for the converted image destination and image format.

### Hard Copy Release Details

- The documents post conversion will be returned to the Customer's designated delivery address.

### Digital Release Details

- The image output will be Multi Page PDF.
- Released images will be at 300 DPI.
- The index output will be a .CSV file.
- There will be one index file created per batch for this project. A record will be created within the index file for each image file contained within a batch.

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- The image and index files will be released to an **encrypted USB device supplied by Iron Mountain**. Customer's Technical Contact, as shown in this SOW, will receive the encryption key via email.
- Files will be delivered in a single release, following completion of the project.

## Additional Project Requirements

### Customer Review and Notification Period - Post Processing Error Correction Timeline

It is of benefit to both Parties to discover any errors quickly to avoid their duplication in on-going work. Customer will review the program and/or process then promptly notify Iron Mountain of any alterations and or corrections that they deem necessary. During the first month of this project, Iron Mountain requests that Customer review work within one week. Any necessary rescanning services will be provided at no charge for items identified by Customer within a maximum two-week timeframe.

### Third Party Shipping Disclosure

Charges for delivery of articles ("Articles") from the Customer to Iron Mountain or from the Customer's supplier to Iron Mountain are not included in the contract price unless specified. Customer can choose to ship Articles to Iron Mountain through their own third-party courier or Iron Mountain can arrange the third-party shipping on Customer's behalf.

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### Special Project Services

*Iron Mountain provides customers specialized project services for work such as packaging services, transmittal preparation, file packing and purging, re-labeling, re-boxing, data capture/indexing, data entry, and transportation.*

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## Executive Summary

Customer has 10,000 microfilms to be picked up at 3600 Kirchoff Road, Rolling Meadows, IL, 60008. Cartons will be Inbanded after pick up is completed, then shipped via 3rd party to the Imaging Center at Boyers, PA. Once scanning is completed, cartons will be shipped via 3rd party shipment to the customer location.

## Project Scope and Workflow

Cartons will be transported to an Iron Mountain facility in IL.

Upon receipt of signed Statement of Work, Iron Mountain will contact Customer to schedule execution of the workflow described herein.

Unless otherwise stated, Iron Mountain will follow standard operating procedures for all standard workflows

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including, but not limited to, transportation, inbound/outbound processing, inventory staging, and archival destruction. All work associated with this SOW will take place during standard Iron Mountain operating hours, 8AM – 5PM Monday through Friday (local time – excluding Iron Mountain holidays), unless otherwise specified and mutually agreed upon. These services will be executed in a mutually agreed upon service window based on the availability of Iron Mountain project teams while accommodating any service restrictions noted by Customer.

Prior to the scheduled service date, Customer will prepare the records for storage. Use of Iron Mountain RFID ready cartons is recommended for all new deposits. In the event that a Customer will be using non-RFID cartons, separately purchased Iron Mountain RFID labels should be applied to the face of each storage carton to ensure proper disposition and chain of custody.

During the pickup process, the Iron Mountain courier will confirm receipt of each carton by scanning the barcode label associated to each carton. Cartons will be staged for transport and, prior to departure, the Iron Mountain courier will require the Customer MOD or designated Customer contact to confirm the carton quantity and provide signature to release the inventory.

## Out of Scope Work

Any and all services not described under “Project Scope and Workflow” above are excluded from the scope of this SOW. Without limiting the generality of the preceding sentence, the parties acknowledge that the following services are outside the scope of this SOW and will trigger the process under “Change Control Process” below (unless such services are covered under a separate agreement between the parties):

## Customer Obligations

- Customer shall not store with Iron Mountain (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 shall not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value.
- Customer shall only place paper-based materials in the shredding bins.
- Customer warrants and covenants that its premises where Iron Mountain employees perform services (including pickups and deliveries) are and shall be free of hazardous substances or dangerous materials.

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# General Assumptions

This SOW is based on the following General assumptions.

- Unless otherwise stated, Iron Mountain will follow standard operating procedures for all standard workflows including, but not limited to, transportation, inbound/outbound processing, inventory staging, and archival destruction. Notwithstanding anything in any contract between Customer and Iron Mountain to the contrary, Customer acknowledges and expressly agrees that Iron Mountain's procedures involve (i) automated metadata extraction, (ii) temporary storage of such metadata in a cloud-hosted environment located in United States hosted by Google and exclusively managed by Iron Mountain; and (iii) quality control performed by Iron Mountain personnel located in India, Iron Mountain Services Private Limited.
- All work associated with this SOW will take place during standard Iron Mountain operating hours, 8AM-5PM Monday through Friday (local time – excluding Iron Mountain holidays), unless otherwise specified and mutually agreed upon.
- The services will be executed in a mutually agreed upon service window based on the availability of Iron Mountain project teams while accommodating any service restrictions noted by Customer.
- Projects requiring timeline acceleration are subject to the Change Control Process.
- The total charges is an estimate only and will be determined based on actual services provided.

Should any of the assumptions above prove incorrect, the parties acknowledge that this will likely affect the project duration, cost and/or quality and may trigger the process described under "Change Control Process" below.

## Change Control Process

In the event of changes in the scope of work or other terms of this SOW, the parties will work together in good faith to agree upon an appropriate change order, including any additional fees or change in the schedule for performance, if applicable. In addition, Customer acknowledges and agrees that Iron Mountain's obligations under this SOW (including any timeframes for performance or fees contained in this Agreement) are subject to and conditioned upon the realization of the applicable assumptions contained in this Agreement and the performance by Customer and its representatives in a timely manner. In the absence of such realization and performance, or in the event of a material change or deficiency in the information Customer supplies to Iron Mountain, a Customer default, an unanticipated event that materially changes the service needs or requirements of Customer, a change in law, regulation or enforcement affecting the services, or a force majeure event, then Iron Mountain and Customer shall negotiate an equitable adjustment in the fees and charges, schedules, or other relief. Iron Mountain shall have no obligation to perform additional or modified services absent agreement on a change order. The foregoing is referred to the "Change Control Process." For avoidance of doubt, any references in this SOW to the parties utilizing the Change Control Process or otherwise requiring any adjustment to Iron Mountain's obligations under this SOW shall include an adjustment to the fees and charges in order to address

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any impact on the volume, scope, nature and content of the services or the resources required to implement or perform the services.

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## Section 1 (continued)

*(Checked statement applies to this SOW)*

- NIST-800-171 or NIST-800-53 is not in scope of this proposal. If the Customer elects to add NIST SP 800-171 or NIST SP 800-53 requirements, it will be a change under the Changes clause of the applicable terms and conditions incorporated herein, for which IM will be entitled to an equitable adjustment.
  
- Period of Performance:** The term of this order shall commence on the Effective Date of this SOW and shall continue 02/28/2025

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## Section 2

### Pricing and Assumptions

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#### Digital Conversion

##### Solution Fees: General

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Pricing is based on the project assumptions shown herein. These prices are only for the services and products outlined in this SOW; any Records and Information Management service fees are in addition to this SOW's fees and are covered in a separate Pricing Schedule or SOW pursuant to Customer's separate agreement for Records and Information Management services. Any other services not outlined herein, or in any other SOW, shall be provided at Iron Mountain's then-current rates.

Iron Mountain cannot be held responsible for any delays caused by Customer or for incorrect information provided by Customer. Such delays may impact Iron Mountain's ability to perform the services and may result in added costs.

Volumes are assumed to be correct based on the detail provided by Customer.

All pricing is shown in US Dollars and is payable in US Dollars and does not include taxes. Please note that all prices quoted to you are exclusive of taxes, which may be charged in addition to the quoted price. The applicable taxes will be determined based on the location where the services are performed. The Customer is responsible for paying any sales, use, value added, or similar tax required by applicable law in connection with the services provided, and such taxes will be added to the fees charged.

All fees, unless explicitly defined, will be billed through Iron Mountain.

The sections below provide the fees due as detailed within this SOW.

- Setup and One-Time Fees will be invoiced in the first billing period following the Effective Date.
- Recurring services will be invoiced the first billing period after the setup has been invoiced, regardless of the usability of the Solution, which will depend jointly on the complexity of the solution and the commitment of resources by both Iron Mountain and the Customer.

#### Fees for Image Conversion Services

**This is a project estimate of the number of images.** Customer will be invoiced on the actual number of images scanned. Iron Mountain cannot be held responsible for any delays caused by Customer or for incorrect information provided by Customer. Such delays may impact Iron Mountain's ability to perform the services and may result in added costs.

Any service performed after this period shall be considered outside of the project scope of this SOW and will be quoted separately and outlined under an additional SOW or a Change Order to this SOW.

## Pricing Details

CLIN DESCRIPTION	UNIT	PRICE PER UNIT	NUMBER OF UNITS	PRICE
Microfiche Scanning - Jacketed / Step & Repeat	Digital Image	\$0.035	495,000	\$17,325.00
Scan Resolution - Standard	Digital Image	\$0.007	495,000	\$3,465.00
Indexing - Standard	Keystroke	\$0.009	390,000	\$3,510.00
Implementation Manager - DMS	Hour	\$100.260	42	\$4,210.92
		<b>Total</b>		<b>\$28,510.92</b>
		<b>Per Image</b>		<b>\$0.058</b>

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## Special Project Services

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# Pricing

Total Cost (excluding taxes): \$4,098.87

Bill Code	Bill Code Description	Quantity	Rate	Extended Price
401	Transportation, 3rd party return	1	\$1,794.000	\$1,794.00
126	Carton, Retrieval	12.6	\$3.070	\$38.68
401	Transportation, 3rd party courier	1	\$1,794.480	\$1,794.48
497	Rfid T Label	10	\$0.76	\$7.60
4280	#2000 Standard Carton Letter / Legal (1.2 CF)	10	\$5.67	\$56.70
216	Trip Charge, Pickup / Trip Charge, Delivery	2	\$29.06	\$58.12
850	Receiving And Entry	12.6	\$2.440	\$30.74
3370	Hourly Labor	3	\$75.02	\$225.06

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220	Transportation Handling	12.6	\$2.79	\$35.15
334	Permanent Withdrawal, Carton	12.6	\$4.630	\$58.34

Please note that all prices quoted to you are exclusive of taxes, which may be charged in addition to the quoted price. The applicable taxes will be determined based on the location where the services are performed. The Customer is responsible for paying any sales, use, value added, or similar tax required by applicable law in connection with the services provided, and such taxes will be added to the fees charged.

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## **Section 2 (continued)**

*(Checked statement applies to this SOW)*

- Firm Fixed Unit Pricing:**  
For the avoidance of doubt, Iron Mountain will perform services and will invoice monthly on a Firm Fixed Unit Price per task basis for actual quantities of tasks performed.
- Labor Hour Billing with NTE:**  
For the avoidance of doubt, Iron Mountain will perform labor hour services on an hourly basis and will invoice monthly, and be paid by Customer, based on actual hours incurred for such services. Iron Mountain will notify Customer if the actual total value of services performed appears likely to exceed the Total Estimated Value. Upon receipt of such notice, Customer will timely either (i) increase the Total Estimated Value of this Agreement or (ii) notify Iron Mountain to cease performance. Iron Mountain will not be obligated to perform Services in excess of the Total Estimated Value.
- Firm Fixed price Labor Task:**  
Iron Mountain will perform and invoice firm fixed-priced labor tasks at the total rate for the completed task irrespective of actual labor hours incurred to perform the completed task.
- Program Pricing (Fixed Price):**  
Iron Mountain's pricing is structured as a fixed monthly program rate for the estimates provided within this SOW. Iron Mountain will invoice the Customer at a fixed monthly rate for all services at one-twelfth of the total annual program price for all service categories, irrespective of actual quantities for any respective service category, up to the total annual program price. If the volume of a service category exceeds the annual maximum quantity listed by greater than a material amount, Customer and Iron Mountain will negotiate an equitable adjustment.
- Fixed Price Per Image Pricing:**  
"Number of Units" is an estimate only. Iron Mountain will invoice monthly and Customer will pay for on the actual number of digital images scanned and delivered.
- Taxes:**  
Customer will be invoiced and will pay all sales, use, property, ad valorem, value added, or similar taxes imposed as a result of the services, except for any corporate business taxes, franchise taxes, taxes based on Iron Mountain's income and/or gross receipts, withholding taxes, and personnel-related taxes. If Customer is exempt from a tax noted on an invoice, Customer will provide Iron Mountain with a valid exemption certificate.

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### Section 3

#### **Terms and Conditions**

*Note: Linked terms and conditions are dated for version control and dated linked versions remain static. At the request of the Customer, hard copies of the checked terms and conditions will be attached to this SOW for ease of reference.*

**Checked Terms and Conditions are applicable to this SOW and the Contract resulting from it.**

#### **Special Terms and Conditions- Service Specific**

- X** **IMGS 031-** Special Terms and Conditions- Orders Placed Under OMNIA Partners Master Agreement (2023)
- X** **IMGS 032-** Service Specific Terms and Conditions of the OMNIA Partners Master Agreement

**Negotiation Thresholds.** Unless Iron Mountain and Customer have previously negotiated and currently have an agreement in place for the services describe in Section 1 hereof, Iron Mountain will not negotiate terms and conditions for a contract resulting from this SOW for a contract or modification valued at less than \$25,000 (\$10,000 if, in Iron Mountain's sole discretion, the Customer's operational/technical/compliance requirements are materially different from those of the Customer's current agreement.)

**Changes.** Requests by Customer for changes in specifications, place or time of performance, or other performance or delivery requirements, including without limitation the assumptions upon which pricing is based, must be accepted by Iron Mountain, and will entitle Iron Mountain to an equitable adjustment in the price or performance schedule or both.

**Order of Precedence.** In the event of inconsistency or conflict, the terms of this SOW, including those incorporated by reference, will have precedence over the terms and conditions of a Purchase Order, Task Order or other Customer documentation related to the subject matter of this SOW.

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## Section 4

### **Acknowledgement/ Acceptance**

*(Checked statement applies to this SOW)*

Direct Federal Government Customer

By signature below, Customer acknowledges the receipt of this proposal, and its intention to incorporate the terms and conditions and assumptions hereof in any contract the Customer may award to Iron Mountain for the services described herein.

Federal Contractor/Subcontractor or an Authorized GSA Federal Supply Schedule Purchaser (other than a Direct Federal Government Customer)

Customer and Iron Mountain through their respective authorized representative, signify their agreement to and acceptance of this SOW by their signatures below, effective as of the later date of execution (the "Effective Date").

State or Local Government, or Higher Education Customer

Customer and Iron Mountain through their respective authorized representative, signify their agreement to and acceptance of this SOW by their signatures below, effective as of the later date of execution (the "Effective Date").

<b>City of Rolling Meadows</b>	<b>Iron Mountain</b>
<b>Authorized Signature:</b>	<b>Authorized Signature:</b>
<b>Name of Individual Signing (Print):</b>	<b>Name of Individual Signing (Print):</b>
<b>Title:</b>	<b>Title:</b>
<b>Signing Date:</b>	<b>Signing Date:</b>

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