

BEFORE THE METRO COUNCIL CONTRACT REVIEW BOARD

RESOLUTION OF METRO COUNCIL, ACTING )  
AS THE METRO CONTRACT REVIEW BOARD, )  
FOR THE PURPOSE OF APPROVING A SOLE )  
SOURCE CONTRACT FOR OFF-SITE  
RECORDS STORAGE AND SERVICES

RESOLUTION NO. 09-4055

Introduced by Metro Chief Operating Officer  
Michael Jordan, with the concurrence of  
Council President David Bragdon.

WHEREAS, pursuant to ORS 279A.060 and Metro Code 2.04.010 the Metro Council is designated as the Public Contract Review Board for the agency; and

WHEREAS, Metro Code 2.04.062 requires Council approval for contracts awarded without competitive bidding when it has been determined that the goods or services are available from only one source; and

WHEREAS, Records and Information Management (RIM) Program staff assessed regional providers of off-site records storage and services; and

WHEREAS, The Metro Records Officer has determined that retaining the services of Iron Mountain to provide off-site records storage and services is in the best interests of Metro. If the agency were to switch providers it would incur significant costs for records removal and relocation; and

WHEREAS, the Metro Procurement Officer believes that the specialized knowledge, experience and expertise of Iron Mountain warrants the use of a sole source contract, and that such action is in accordance with the Oregon Public Contracting Code dealing with sole source procurements (ORS 279B.075) and Metro Code 2.04.062; and

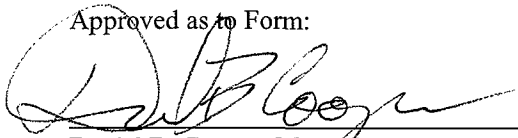
WHEREAS, Iron Mountain has been Metro's contract provider since 1999, and continues to provide satisfactory services in the area of records storage and service, and continues to be a leader in the area of records storage and protection, expertise that would make it impractical to compete this contract; now therefore

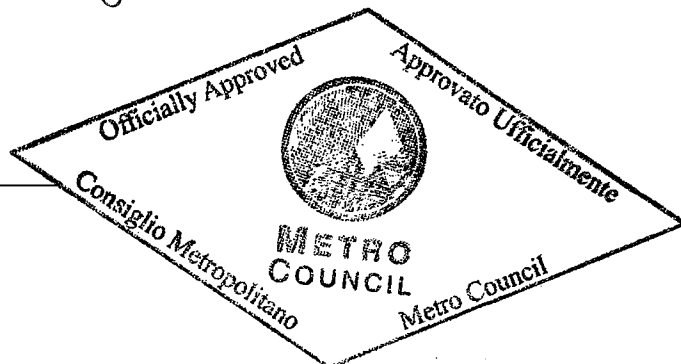
BE IT RESOLVED that the Metro Council acting as the Public Contract Review Board authorizes the Metro Procurement Officer to negotiate and execute a sole source contract with Iron Mountain for the purpose of providing off-site records storage and services for Metro. Contract shall be in the amount of \$26,000 and shall be substantially similar in form to the attached agreement.

ADOPTED by the Metro Council Contract Review Board this 25 day of June, 2009.

  
David Bragdon, Council President

Approved as to Form:

  
Daniel B. Cooper, Metro Attorney



## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 09-4055, RESOLUTION OF METRO COUNCIL, ACTING AS THE METRO CONTRACT REVIEW BOARD, FOR THE PURPOSE OF APPROVING A SOLE SOURCE CONTRACT FOR OFF-SITE RECORDS STORAGE AND SERVICES

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Date: June 1, 2009

Prepared by: Becky Shoemaker, x1740  
Ken Begley, x1614

## BACKGROUND

Competition for off-site records storage and services in the Portland Metro area is limited to four providers. Records and Information Management staff has visited and assessed all of them. Two of the providers were eliminated from consideration due to their inability to meet threshold industry standards for handling public records, such as facility conditions, security, and siting. A third provider meets industry standards, but is five times as distant as Metro's current provider, Iron Mountain. Additionally, Metro staff has concerns about the provider's ability to provide basic levels of customer service.

Iron Mountain has provided off-site storage and services to Metro since 1999; they have consistently met and continue to meet Metro's requirements for excellent stewardship of its public records. Iron Mountain is a recognized industry leader, whose fees are comparable to the competition's. Metro's Records Officer and Procurement Officer are of the opinion that Iron Mountain is uniquely qualified to provide the off-site storage and services Metro requires, and, therefore, recommend that a sole source contract be awarded, without a competitive bid process, for a period of one year beginning July 1, 2009.

## ANALYSIS/INFORMATION

1. **Known Opposition:** None known.
2. **Legal Antecedents:** Oregon Public Contracting Code dealing with sole source procurements (ORS 279B.075); Metro Code 2.04.062, Sole Source Procurement.
3. **Anticipated Effects:** Current service levels will continue uninterrupted by the preparation, transportation, and reprocessing of 1,400 boxes of records.
4. **Budget Impacts:** If Metro retains the services of Iron Mountain, the budget impact of a one-year sole source contract (FY 2009-10) will be approximately \$26,000. If Metro were to change providers, additional costs associated with re-engineering current business processes would be incurred, including Metro staff time to oversee and audit such a move. Minimally, these direct costs (based on 1,400 boxes of records) would include:
  - Permanent removal from current provider: \$7,929.60 [retrieval/permanent withdrawal]
  - Intake by new provider: \$5,180.00 [est. based on proposal by competitor]
  - Transportation (amount unknown)

Metro's Personal Services Agreement including the Scope of Work is attached (Attachment 1), along with Iron Mountain's proposed Fee Schedule (Attachment 2).

## RECOMMENDED ACTION

Metro Council, acting as Public Contract Review Board, approves the use of a sole source contract with Iron Mountain in the amount of \$26,000.

Last Updated: June 9, 2009



# Personal Services Agreement

Contract # \_\_\_\_\_

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Iron Mountain, referred to herein as "Contractor," located at 2116 NW 20<sup>th</sup> Avenue, Portland, OR 97209.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective July 1, 2009 and shall remain in effect until and including June 30, 2010, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed TWENTY-SIX THOUSAND DOLLARS (\$26,000).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.

b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.



## **Personal Services Agreement**

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e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.



**METRO**

600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

## Personal Services Agreement

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5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.
7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.



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## Personal Services Agreement

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14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

\_\_\_\_\_

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**METRO**

600 NE Grand Ave.  
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# Personal Services Agreement

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Contract No. \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

### 1. Description of Work

Contractor shall provide records storage, retrieval and destruction services at the unit prices specified in the attached Schedule A. Price adjustments for contract fees shall occur on the anniversary date of each year (as indicated in the rates sheet provided by Iron Mountain), and will remain fixed for the remainder of the year until the next anniversary date.

### 2. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed TWENTY-SIX THOUSAND DOLLARS (\$26,000.00).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contract accomplished during the billing period. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro. Metro will pay Contractor within 30 days of receipt of an approved billing statement.



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

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### Records Management and Secure Shredding

This Records Management and Secure Shredding Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, Inc., (the “Company” or “Iron Mountain”) and METRO, (the “Customer”).

Please see our Customer Information Center at [cic.ironmountain.com](http://cic.ironmountain.com) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management and Secure Shredding Pricing Schedule supersedes and terminates any prior Records Management and Secure Shredding Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

#### METRO

District Name/Number: Portland - 01420 | Customer No. PDF11/6063Y  
Effective Date: July 1, 2009

### Standard Storage and Services

STORAGE		
Description	Effective Price	Per
■ Carton Storage	\$0.29	Cubic Foot

PROGRAM MANAGEMENT SERVICES — RECEIVING AND ENTERING		
Description	Effective Price	Per
■ Receiving and Entering - Carton	\$1.92	Cubic Foot





#### PROGRAM MANAGEMENT SERVICES — RETRIEVALS/REFILES

Description	Effective Price	Per
■ Regular Retrieval - Carton	\$2.08	Cubic Foot
■ Regular Retrieval - File from Carton	\$2.53	File
■ Regular Refile - Carton	\$2.08	Cubic Foot
■ Regular Refile - File to Carton	\$2.53	File

#### PROGRAM MANAGEMENT SERVICES — ARCHIVAL DESTRUCTION

Description	Effective Price	Per
■ Archival Destruction - Carton	\$2.06	Cubic Foot plus Regular Retrieval Charge

#### PROGRAM MANAGEMENT SERVICES — PERMANENT WITHDRAWAL

Description	Effective Price	Per
■ Permanent Withdrawal - Carton	\$2.64	Cubic Foot plus Regular Retrieval Charge
■ Permanent Withdrawal - File from Carton	\$1.29	File plus Regular Retrieval Charge

#### PROGRAM MANAGEMENT SERVICES — TRANSPORTATION SERVICES

Description	Effective Price	Per
■ Next Day Delivery	\$15.76	Transportation Visit plus Handling Charge
■ Regular Pickup	\$15.76	Transportation Visit plus Handling Charge
■ Handling Charge	\$1.76	Cubic Foot



## Premium Storage and Services

### PROGRAM MANAGEMENT SERVICES — RETRIEVALS/REFILES

Description	Effective Price	Per
■ Rush Retrieval - Carton	\$5.41	Cubic Foot
■ Rush Retrieval - File from Carton	\$6.62	File
■ Regular Interfile - Carton	\$2.55	Each

### PROGRAM MANAGEMENT SERVICES — TRANSPORTATION SERVICES

Description	Effective Price	Per
■ Half Day Delivery	\$26.26	Transportation Visit plus Handling Charge
■ Rush Delivery - Business Day	\$52.52	Transportation Visit plus Handling Charge
■ Rush Delivery - Weekends/Holidays/After Hours	\$105.04	Transportation Visit plus Handling Charge
■ Rush Pickup - Business Day	\$52.52	Transportation Visit plus Handling Charge

### PROGRAM MANAGEMENT SERVICES — INDIVIDUAL LISTING OF FILES

Description	Effective Price	Per
■ Individual Listing	\$0.30	File

### PROGRAM MANAGEMENT SERVICES — MISCELLANEOUS SERVICES

Description	Effective Price	Per
■ Miscellaneous Services - Labor	\$42.60	Hour



## Custom Storage and Services

STORAGE		
Description	Effective Price	Per
■ Storage Minimum	\$40.00	Month
■ Minimum Service Order Charge	\$3.00	Order



# Schedule A:

## PROGRAM PRICING SCHEDULE

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### Records Management Definition of Services

#### Storage

Storage at Iron Mountain facilities of Customer records (“Deposits” or “Items”).

Storage charges are billed monthly in advance.

#### Program Management Services

Regular Services are provided between 8:00 AM and 5:00 PM, local time, Monday through Friday, excluding holidays.

- **Receiving and Entering**  
*Receipt of new Cartons for storage.*
- **Retrievals/Refills**  
*Temporary removal of Items from, or return of Items to, storage. Retrieval service may be “Regular” or “Rush.”*
- **Archival Destruction**  
*Retrieval, documentation, preparation, and secure shredding of Items stored at Iron Mountain.*
- **Permanent Withdrawal**  
*Retrieval, documentation, and preparation at Iron Mountain loading dock for permanent removal of Items stored at Iron Mountain facilities.*
- **Individual Listing of Files**  
*Data entry of file descriptions into Iron Mountain database.*
- **Miscellaneous Services**  
*Charges for Services not specifically listed on this Pricing Schedule, or at [cic.ironmountain.com/additionalservices](http://cic.ironmountain.com/additionalservices), are charged on the basis of hourly labor, in fifteen minute increments, plus materials consumed.*
- **Minimum Service Order Charge**  
*Minimum charge for an Order, excluding transportation related services.*
- **Administrative Fee**  
*Monthly fee for account maintenance, support, and administrative services.*  

Minimum Storage accounts are not charged a monthly Administrative Fee.



Management Services are billed monthly in arrears.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at [cic.ironmountain.com/additionalservices](http://cic.ironmountain.com/additionalservices).

## Transportation Services

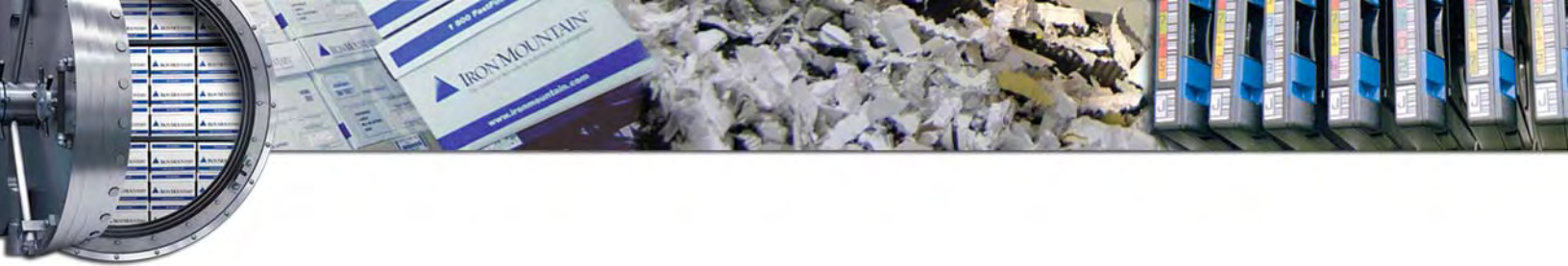
- **Next Day Delivery**  
*Order by 3:00 PM for delivery next Business Day.*
- **Half Day Delivery**  
*Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.*
- **Rush Delivery, Business Day**  
*Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.*
- **Rush Delivery, Weekends/Holidays/After Hours**  
*Delivery within 4 hours of placement of Order.*
- **Regular Pickup**  
*Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.*
- **Rush Pickup, Business Day**  
*Pickup orders placed before 4:00 PM on a Business Day will be picked up on the following Business Day.*

## Fuel Surcharge Policy

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](http://cic.ironmountain.com/FuelSurcharge).

Transportation Services are billed monthly in arrears.





## Secure Shredding

Destruction of a customer's paper-based materials performed at an off-site facility or on-site at the customer's location. Service Fees are applied on a per work order basis for each collection container serviced.

## Service Frequency

Preferred Service schedule will be mutually agreed upon and can be adjusted as necessary.

**Initial On-Site Service Frequency** — Bi-weekly

## On-Site Secure Shredding Services

### ► COLLECTION CONTAINERS

LOCATIONS WITH	PRICE	PER
■ Security Consoles	\$20.00	Container
■ Per Box	\$6.19	Container

## Minimum Shredding Service Charge

A Minimum Shredding Service Charge is applicable to all work orders. This charge will apply when the total work order fees do not meet the minimum charge set forth in this Pricing Schedule.

DESCRIPTION	PRICE	PER
■ Minimum On-Site Shredding Service Charge	\$50.00	Work Order

## On-Call Service Fee

An additional fee charged to the work order for unscheduled service.

DESCRIPTION	PRICE	PER
■ On-Site Shred Trip	\$29.75	Work Order



## Container Pickup/Delivery

Container Pickup/Delivery includes the delivery and placement, relocation, or pickup of collection containers at the Customer Location.

DESCRIPTION	PRICE	PER
■ Container Pickup/Delivery	\$0.00	Container

## Plastic Media Destruction

Plastic Media Destruction service includes the destruction of non-paper based materials and is quoted on a per project basis. Additional Labor Fees and a Minimum Service Fee may apply. For a complete list of approved plastic media eligible for destruction services, please refer to the Customer Information Center (CIC) at [cic.ironmountain.com](http://cic.ironmountain.com).

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## Secure Shredding Special Projects

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.

## Labor

Labor charges may be assessed to perform services not specifically addressed in this schedule.

DESCRIPTION	PRICE	PER
■ Labor	\$42.00	Hour

Unless otherwise specified, pricing is for paper based shredding services. Shredding of other approved non paper-based media shall be quoted separately.

Customer Locations with restricted access or non-standard service requirements may be subject to additional fees.



## Conclusion

Your records tell the story of your business and have operational, financial and legal value.

Yet they also represent risks, costs and management challenges. In addition to rising storage, labor and administrative expenses, today's changing legal climate brings liability — tough enforcement of new regulations adds a litigation-readiness focus to the complexity of records management.

As this proposal demonstrates, Iron Mountain has the expertise, the resources and the experience to solve METRO's unique challenges. Our professional, proven, cost-effective records management services have been tailored to address your specific needs.

Iron Mountain can provide you with:

- Responsive local service
- Proven technology
- Deep records management expertise
- Proactive account management
- National account capabilities
- Real estate and facilities resources
- Economies of scale
- Highly trained and dedicated professional staff

Customers choose Iron Mountain for one reason above all: value. This value extends beyond storage and management services; it rests with the confidence of knowing you have entrusted your records to the industry leader. Customers know Iron Mountain is committed to a long-term business relationship. Iron Mountain is here with answers for your records and information management needs today, and we will be here to help you with your challenges of tomorrow.