



Master Agreement

Iron Mountain
Records Management/Shredding/Storage/Destruction
Master Agreement Number CNR01432
December 1, 2019

This Master Agreement (the “Agreement”) is effective as of first day of December, 2019 by and between Iron Mountain Information Management, LLC, a corporation with offices located at 1 Federal Street, Boston, MA 02110 (hereinafter referenced as the “Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as “E&I”).

This Agreement has been established based on RFP#683473 for Records Management/Shredding/Storage/Destruction, all addenda, Supplier response, best and final offer, and negotiations.

I. Scope

This National agreement shall apply to all E&I member institutions (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered member institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its members. Any purchases made under this Agreement shall be made by the individual participating member institutions and any resulting contract shall be between the member and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective 12/1/2019 through 11/30/2024, with one (1) five (5) year renewal. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

III. Pricing

The pricing/discount percentage for the products and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. List price increases, not to exceed 3% are allowed once per year. List Price increases require a minimum 90-day advance written notice by Supplier and approval from E&I prior to implementation, as identified in Attachment A. List price decreases are allowed at any time during the term of the Agreement. Supplier shall provide E&I written notice immediately of all list price decreases. Percentage discounts off Supplier’s list price shall remain firm for the life of the Agreement unless improved for the benefit of the membership. Supplier is authorized to offer members enhanced pricing on a case-by-case basis or under a Member Specific Agreement (“MSA”) and both shall be considered part of this Agreement.

IV. EDGAR Provisions

Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Attachment C, EDGAR Certifications,

V. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting member institution, the terms and conditions contained herein, including Attachment B (E&I’s General Terms and Conditions) Attachment B-1 (Negotiated Terms and Conditions), and Exhibit I (Supplier’s General Terms and Conditions), shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment B for E&I’s General Terms and Conditions.

VI. Entire Agreement

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act may only be released after award.

VII. Member List



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The Official list of E&I member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

VIII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Iron Mountain Information Management, LLC
Supplier
DocuSigned by:

Signature 1105AF58C043F...

Sheila Poggi
Printed Name
Manager, Public Sector Contracts and Compliance
Title

11/15/2019 | 2:56 PM EST
Date

E&I Cooperative Services, Inc.
DocuSigned by:

Signature 86DAC440...

Gary D. Link, C.P.M.
Printed Name
Chief Business Development Officer
Title

11/16/2019 | 9:26 AM EST
Date

DS
IRR



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Attachment A

See Attachment A - Pricing/Discount Schedule

Notwithstanding any other provision of this Agreement, Supplier may increase or decrease prices provided herein for individual member customer orders to reflect specific member customer's requirements.



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Relevant Terms

A1 Customer Support

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5 pm ET).

A2 Orders

All terms and conditions of an individual member's standard procurement terms for ordering may apply. All proposals to E&I members will include a reference to this Agreement and limit acceptance to the terms of the agreement, unless Supplier and Member mutually agree to different or additional terms. For the avoidance of doubt, Supplier is not obligated to accept any order from E&I Members.

A3 Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each order. The member placing the order with the Supplier shall alone be liable or responsible for payments due for products and/or services ordered and will be invoiced directly by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

Payment is due 30 days from date of invoice. 1% late fee is charged on past due balances.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of products or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis. Cash discounts are not to be netted against sales in calculating the CAF.

A4 Order Fulfillment, Distribution and Installation Agreements

Order Accuracy rate shall be maintained at 95% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the number of items ordered."

Order Fill rate shall be maintained at 95% or greater. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order".

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the member:

- PO Number, if applicable
Item ID
Item Name & Description
Reason for shortage
Plan of action (when delivery may be expected or suggested replacement)

Members may have their own order fulfillment/distribution/installation agreements with a third party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

This Section A4 does not apply to deliveries of a Member's own materials stored with Supplier.

A5 Delivery

Delivery to members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from (1) daily, (2) weekly, (3) monthly, or (4) as



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needed to assure that institutions needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

To the extent Supplier is selling and delivering products, title and risk of loss shall pass to the member at the F.O.B. destination point or after installation by authorized dealer/representative. The title and risk of loss of the products shall not pass to a given member until receipt and acceptance of the products at the point of delivery and or installation. All deliveries of member materials stored with Supplier shall be delivered:

FOB Origin, Full Freight Allowed (Member pays freight)

A6 Member Specific Agreements

Member and Supplier may enter into a separate member specific agreement to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any member specific agreement developed is exclusively between the member and Supplier. E&I, its agents, members and employees shall not be made party to any claim for breach for such agreement.

A7 Third Party Distributors/Subcontractors

In the event that Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

A8 Substitutions

No substitutions of alternative items for products ordered are permitted without the express prior written approval of the member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member.

A9 Minimum Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

A10 Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and/or services provided including additional shipping charges, cost of products, delivery, freight fuel surcharges, installation or any other charges incurred by the member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified herein.

A11 Emergency Purchases

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

A12 Storage

To the extent Supplier is selling and delivering products, if applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered as per the terms of the member's order.

A13 Tracking lost and Damaged Shipments



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If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to the member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

A14 Returns- Defective and Non-Conforming Services

If any services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, or specifications, the following shall constitute member's sole remedies.

- Repair and Replacement: Supplier shall promptly reperform non-conforming or defective products and services at the Supplier's own expense or, if the non-conforming service cannot be timely re-performed, Supplier shall refund the fees paid for the non-conforming service.
- Cancellation: Member may cancel pick-up and delivery orders subject to cancellation fees, if any, on Supplier's price list.

A15 Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against member.

A16 Restocking Policy

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Inventory is returned within 24 hours of delivery.
- Inventory is returned, but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

A17 Warranty and Product Condition of Sale – Not Applicable

A18 Extended Warranty Option – Not Applicable

A19 User Manuals

Supplier shall provide on-line links to original instruction manuals for each unit ordered, including complete documentation on all components used. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued.

Instruction manuals shall contain:

- Definition of equipment capabilities
- Technical description of equipment operation
- Description of malfunction identification
- Troubleshooting procedures
- Detailed schematics
- Installation and use instructions
- Operating system software manual

A20 New and Discontinued Products – Not Applicable



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A21 Replacement Parts – Not Applicable

A22 Business Review Meetings

In order to maintain a partnership between the member and the Supplier, members may require business review meetings. These meetings shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)

A23 Reporting

At a minimum, the following reports shall be provided to members, as requested, in an electronic format on a quarterly basis:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of payment, department.
- Overall order accuracy and fill rates
- Number of orders returned due to Customer error
- Total re-stocking charges (\$) applied
- Number of orders returned to Supplier error
- Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.

A24 Samples – Not Applicable



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Attachment B

E&I General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws

For disputes between the member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to members, it is the responsibility of the Supplier and the member to comply with all FAR (Federal Acquisition Regulations) and EDGAR (Educational Department General Administrative Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this Agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

6. Resale

If E&I and/or member purchase any products for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or member.

7. Patent Trademark and Copyright Infringement – See Attachment B-1

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

9. Transactions between Supplier and E&I member

The purchase of products and/or services by a member from Supplier is a transaction solely between member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any quantities will be purchased or services utilized and agrees that E&I shall have no liability relating to member decisions to purchase or not purchase Supplier products or to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any E&I member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a



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material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.

10. Education Pricing/Pricing Parity – See Attachment B-1

11. Responsibility for Damage Claims – See Attachment B-1

12. Protection of Property and Liability – See Attachment B-1, Section 11

13. Indemnification of E&I and Member – See Attachment B-1, Section 11

14. Insurance – See Attachment B-1

15. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

16. Americans With Disabilities Act and Rehabilitation Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and applicable federal regulations. All electronic and information technology and products and services to be used by E&I member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.

17. Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

18. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.



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19. Non-Appropriation of Funds – See Attachment B-1

20. Weapons, Explosive Devices and Fireworks

Supplier agrees that neither its employees or agents nor its subcontractors, their employees or agents shall use, possess, display or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

21. Equal Opportunity and Non-Discrimination

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The provisions of Section 202 of Executive Order 11246, 41 CFR 60-1.1, 41 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

22. Sexual Harassment

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

23. Employee Documentation – See Attachment B-1

24. Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this Agreement or those terms will expire.

25. Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Supplier



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shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

26. Compliance with Specifications – See Attachment B-1

27. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

28. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any member to secure or influence the decision to award this Agreement to Supplier.

29. Suspension or Debarment

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier certifies that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable State statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

30. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

31. Strikes or Lockouts – See Attachment B-1

32. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

33. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

34. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

35. Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.



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The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

36. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

37. Holdover Clause

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any purchase order executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the order. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

38. Independent Audit

Members may, for a period of three years after expiration of the Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by member and/or its designee. Supplier will provide member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

39. Open Records – See Attachment B-1

40. Student Educational Records.

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.

41. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

42. Limitation of Liability

Supplier agrees that E&I shall have no liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this Agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.

43. Letter of Participation – See Attachment B-1

44. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

- If to E&I: Gary D. Link C.P.M.
Chief Business Development Officer
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753
- If to Supplier: Sheila Poggi
Iron Mountain Information Management LLC
1821 Michael Faraday Drive, Suite 100



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Reston, VA 20190
IMGS-SLEDCONTRACTS@IRONMOUNTAIN.COM



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Attachment B-1

Negotiated Terms and Conditions

7. Patent Trademark and Copyright Infringement

The Supplier shall defend and indemnify E&I from and against any third party claim, demand, action or suit brought against E&I alleging that the Services performed under this Agreement by Supplier infringe the patent, trade secret, copyright or other valid intellectual property right of such third party and, as Supplier's sole obligation and E&I's sole and exclusive remedy, Supplier shall pay any amount finally awarded in any judgement rendered against E&I by a court of competent jurisdiction. The foregoing Obligations of the Supplier are conditional upon the duty of E&I to provide Supplier with prompt written notice of any such claim, suit or demand. E&I hereby consents and authorizes Supplier to have and maintain the sole control of the defense of any resulting litigation or settlement thereof. Supplier shall not settle any claim requiring an admission of fault on the part of E&I without E&I's prior written consent. Supplier shall have no liability or obligation to E&I with respect to any claim of infringement or misappropriation in the event and to the extent based upon (i) 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 Supplier published documentation or other requirements specified under this Agreement, (ii) modifications, alterations, combinations or enhancements of the Services not created by Supplier or (iii) any patent, copyright, or trade secret in which E&I or any Affiliate of E&I 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 E&I's negligence, intentional misconduct, or failure to use the Services in accordance with applicable documentation or breach of this Agreement. If any Services are held, or in Supplier's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's intellectual property rights, Supplier may at its option (a) procure the right for E&I to continue using or accessing the Services, (b) replace the Services with a non-infringing equivalent service or (c) modify the Services to make them non-infringing and without substantially compromising their functionality. This paragraph states Supplier's entire obligation to E&I and E&I's sole and exclusive remedy with respect to any claims of infringement or misappropriation.

10. Education Pricing/Pricing Parity

Each year at E&I's request, the Parties will meet to review Supplier's Services and the pricing to ensure they remain competitive with comparable service offerings and the pricing then available in the marketplace for similar services and under similar terms, specifications and comparable quantities. Such reviews may include competitive benchmarking, the use of comparative information available from independent third parties (such as consultants and industry publications), and other market based information the Parties deem reasonably reliable and accurate. If the review shows that pricing for a Service offered by Iron Mountain under this Agreement is less favorable than the price or service level for comparable products or services available in the marketplace under similar terms, specifications and comparable quantities, the Parties will mutually agree in writing on pricing adjustments, which adjustments will be made only on a going forward basis.

11. Responsibility for Damage Claims

Supplier (the "Indemnifying Party") agrees to indemnify the member (the "Indemnified Party") with respect to any third party claim or demand for bodily injury (including death) or loss of or damage to tangible property (excluding Data), to the extent based upon the negligent acts or omissions of the Indemnifying Party, provided that the Indemnified Party provides the Indemnifying Party prompt written notice of any such claim or demand. The Indemnified Party shall grant the Indemnifying Party the option to control the defense and/or settlement of the claim or demand and, in the event the Indemnifying Party exercises such option to control the defense/settlement, then (i) the Indemnifying Party shall not settle any claim requiring any admission of fault on the part of the Indemnified Party without its prior written consent, (ii) the Indemnified Party shall have the right to participate, at its own expense, in the claim or suit and (iii) the Indemnified Party shall cooperate with the Indemnifying Party as may be reasonably requested. The Indemnifying Party's sole obligation hereunder shall be to pay any judgement rendered, or settlement made, as a result of any such claim or demand.

14. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of



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\$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance including E&I and member as additional insured but only to the extent of Supplier's liabilities under the agreement. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage in the form of a certificate of insurance.

Individual members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the member to arrange for such coverage with the Supplier. Supplier shall furnish to member satisfactory proof of such insurance coverage prior to commencement of the work.

19. Non-Appropriation of Funds

Other than for services by which by their nature cannot be cancelled or suspended, including without limitation, warehousing services, an order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds. Members shall use their best efforts to permanently withdraw all deposits prior to a likely non-appropriation of funding and to assist Supplier in obtaining the benefit of all state or federal laws applicable to payment for such non-cancellable services.

23. Employee Documentation

The Supplier will certify status of employees upon request and is glad to share its background investigation policy. Statements must be on the Supplier's letterhead.

26. Compliance with Specifications

Supplier warrants to E&I 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 shall have the appropriate skill, training and background to perform such Services in a competent manner. This warranty is limited and shall not apply to any Services where the failure of the Services to satisfy this warranty is determined to result from improper use by E&I of the Services or from E&I's decision not to implement any reasonable practices to which the Services apply that may be recommended by Supplier. In the event of Supplier's breach of the foregoing warranty, E&I's exclusive remedy and Supplier's sole liability shall be the re-performance of the applicable Service, at no charge to E&I. THE WARRANTIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OF SUPPLIER UNDER THIS AGREEMENT AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY SUPPLIER AND WAIVED BY E&I.

31. Strikes or Lockouts

In the event Supplier should become a party to a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any member, as a result of such job action, shall be reimbursed by the Supplier.

39. Open Records

All information, documentation, and other materials submitted by Supplier in response to the solicitation or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members. Members shall promptly notify Supplier of any requests to see Supplier materials under such laws and reasonably co-operate, at Supplier's expense, in minimizing any disclosures.

43. Letter of Participation

E&I Members will complete an online form ("Letter of Participation") indicating their interest in receiving information from Supplier about how to purchase products and/or services offered under this Agreement. The content and format of the Letter



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of Participation is at the sole discretion of E&I. At a minimum, the Letter of Participation will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

Supplier shall provide E&I an email address and point of contact for the receipt of Letters of Participation prior to Contract Launch.

Upon receipt of the Letter of Participation, Supplier shall (a) complete an internal administrative process (“enroll”) the E&I Member as a perspective customer under this Master Agreement within 4 to 7 business days; (b) provide E&I Member a confirmation email message within 24 hours of its receipt of the Letter of Participation; and (c) upon acceptance of an order from such member under the terms of this agreement, send E&I Member a final confirmation email message.

Any existing agreement between Supplier and E&I Member, shall remain in effect until terminated by the terms of such agreement.



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Attachment C

EDGAR Certifications

When an E&I Member seeks to procure goods and services using funds under a federal grant or contract ("federal funds"), specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "new EDGAR"). All Suppliers must complete this EDGAR Certification Form regarding Supplier's willingness and ability to comply with certain requirements that may be applicable to specific E&I Member purchases using federal funds. This completed form will be made available to E&I Members for their use while considering their purchasing options. E&I Members may also require Supplier to enter into ancillary agreements, in addition to E&I's Master Agreement's general terms and conditions, to address the Member's specific contractual needs, including but not limited to, contract requirements for a procurement using federal funds.

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:

For each of the items below, Supplier should certify Supplier's agreement and ability to comply, by having Supplier's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, E&I will consider Supplier's response as "NO," the Supplier is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of an E&I Member to purchase from the Supplier using federal funds.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Provisions regarding Supplier default are included in the E&I Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Supplier violation and breach of contract terms.

Does Supplier agree? YES Initials of Authorized Representative of Supplier



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(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of termination for cause and/or termination for convenience. Provisions are included in the E&I Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting this Proposal, you agree to these termination terms.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

Reason for Non-Compliance: The Supplier does not agree to comply with the statement above as written, but does comply with Federal Rule (B) of APPENDIX II to 2 CFR PART 200. When Member expends federal funds, and EDGAR requirements apply, the respective Member termination for cause and termination of convenience clause will apply to orders placed pursuant to this Contract. Notwithstanding the foregoing or any other provision hereof, no termination shall be effective prior to the permanent withdrawal of all material stored with Supplier (not to exceed 180 days) and the payment in full for such storage and related services.

Does Supplier agree? YES Initials of Authorized Representative of Supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier agrees that such provision applies to any Member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier agrees that it shall comply with such provision.

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards



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Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier is conditioned upon Supplier's acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES Initials of Authorized Representative of Supplier

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
If not applicable, see below*
DocuSigned by: STELLA POGGI
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*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES Initials of Authorized Representative of Supplier



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(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, Supplier certifies that currently and during the term of an award for all contracts resulting from this procurement process, neither Supplier nor its principals is presently listed on government-wide exclusions in SAM, is not



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debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded from participation by any federal department or agency, other than under Executive Order 12549.

DocuSigned by:
Does Supplier agree? YES Initials of Authorized Representative of Supplier
Stella Poggi
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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(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, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

DocuSigned by:
Does Supplier agree? YES Initials of Authorized Representative of Supplier
Stella Poggi
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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 (so long as Member provided notice, in writing, to Supplier that federal funds would be used, as required by E&I policy). Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditures reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
SP

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree? YES Initials of Authorized Representative of Supplier
Stella Poggi
FA1395AF58C043F...
If not applicable, see below*



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Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Supplier certifies that Supplier is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules for free and open competition.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

When federal funds are used, Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions..

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier



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Reason for Non-Compliance: The Supplier does not agree to comply with the statement above as written, but states that all contracts it awards pursuant to the Contract and subject to the EDGAR requirements will comply with the applicable flow down requirements of 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).

Does Supplier agree? YES Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS

Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability:

Does Supplier agree? YES Initials of Authorized Representative of Supplier

CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Supplier states that (i) this section is not applicable to the extent that any Member's order is based on price competition, and (ii) Supplier will provide profit information based on its standard commercial systems and processes.

Does Supplier agree? YES Initials of Authorized Representative of Supplier

CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS

In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier agree? YES Initials of Authorized Representative of Supplier



Master Agreement

Iron Mountain
Records Management/Shredding/Storage/Destruction
Master Agreement Number CNR01432
December 1, 2019

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: Mountain Information Management, LLC

Address, City, State, and Zip Code: One Federal Street, Boston, MA 02110

Phone Number: 703-889-6151 FAX Number: 6155

Printed Name and Title of Authorized Representative: Sheila Poggi

Email Address: Sheila.Poggi@ironmountain.com

Signature of Authorized Representative: 

Date: 12/15/2019 | 2:56 PM EST FA1395AF58C043F...