

DATE: July 1, 2008

FROM: James Frazier
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Delaware Public Archives
302-744-5039

SUBJECT: **AWARD NOTICE**
CONTRACT NO. DOS-OCS-08
OFFSITE CONTAINER STORAGE

1. CONTRACT PERIOD:

Each vendor's contract shall be valid for a two (2) year period from 7/1/2008 through 6/30/2010. Each contract may be renewed for two (2) additional one-year periods through negotiation between the contractors and Department of State / Delaware Public Archives. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS (2):

Note:

Services of the two vendors shall be coordinated through Delaware Public Archives, Government Services Section.

Iron Mountain
200 Todd's Lane
Wilmington DE 19802
Phone: 302-854-9544
Cell: 302-382-3816
Fax: 302-764-7690
Contact: Dan Norremo
Email: daniel.norremo@ironmountain.com
Website: www.ironmountain.com

Priority Archives, Inc
5 Chelsea Parkway
Boothwyn, PA 19061
Phone: 610-245-2329
Cell: 610-742-3829
Fax: 610-364-3302
Contact: Derek Ryder
Email: derekryder@priorityarchives.com
Website: www.priorityarchives.com

3. PRICING:

Prices will remain firm for the initial two-year term of the contract (exclusive of fuel surcharges).

4. BILLING:

The successful vendors will "Bill as Shipped" to the Department of State / Delaware Public Archives.

5. PAYMENT:

Department of State / Delaware Public Archives will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

6. FORCE MAJEURE:

Neither the contractor nor Department of State / Delaware Public Archives shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.