REQUESTOR: Facilities Services

Legal Review Required: ☒ No

Standard Template Used with No Changes: ☒ Yes

Standard Template Type: Bid Assignment Agreement

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT AWARDED</th>
<th>REQUIRED PRODUCTS/SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: SafeGuard Document Destruction, Inc.</td>
<td>N/A</td>
<td>Shredding Services</td>
</tr>
<tr>
<td>To: Iron Mountain, Inc.</td>
<td>N/A</td>
<td></td>
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<tr>
<td>Total</td>
<td>N/A</td>
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</tbody>
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PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:
Effective May 10, 2019, Iron Mountain, Inc. acquired the shred management assets and services of SafeGuard Document Destruction, Inc. Pending Board approval, the above mentioned ITB that was awarded to SafeGuard Document Destruction, Inc. will be assigned to Iron Mountain, Inc. at the same pricing, terms and conditions.

The standard Bid Assignment agreement template has been used, which does not require legal review.

CONTRACT TERM:
The bid assignment shall be effective March 25, 2020.

RECOMMENDATION:
It is the recommendation of Susan Hann, P.E., AICP, Assistant Superintendent of Facilities Services, and Bruce Lindsay, Manager of Energy and Resource Conservation to approve the attached bid assignment agreement with SafeGuard Document Destruction, Inc. and Iron Mountain, Inc.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012
ASSIGNMENT AGREEMENT

By and Between

The School Board of Brevard County, Florida

And

SafeGuard Document Destruction, Inc.

And

Iron Mountain, Inc.

THIS ASSIGNMENT AGREEMENT ("Assignment") is made by and between SafeGuard Document Destruction, Inc. having its principal office located at 6278 N. Federal Hwy #559, Ft. Lauderdale, FL 33308 (hereinafter referred to as the "Assignor") and Iron Mountain, Inc. having its principal office located at One Federal Street, Boston, MA 02110 (hereinafter referred to as the "Assignee") and duly accepted by The School Board of Brevard County, Florida, a political subdivision of the State of Florida, with its principal office located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "SBBC") as evidenced by the signatures affixed below.

WHEREAS, the Assignor entered into an Agreement with SBBC on the 21st day of November 2018, with said services competitively solicited under ITB # 19-041-B-JE: Shredding Service District Wide;

WHEREAS, the Agreement has an expiration date of November 20, 2021, and may be extended as permitted therein;

WHEREAS, the Assignor desires to assign all of its rights and obligations under said Agreement and any subsequent modifications (collectively hereinafter "Agreement", a copy of which is incorporated herein) to the Assignee; and

WHEREAS, pursuant to the provisions contained in the Agreement, an assignment of same requires the approval by SBBC.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
1. The Assignor does hereby delegate all its obligations, responsibilities, and duties and does hereby grant, pledge, assign, and transfer any and all of its rights, title, and interest in and to the above referenced Agreement to the Assignee.

2. The Assignee hereby accepts the assignment of all the Assignor's obligations, responsibilities, and duties as well as all of Assignor's rights, title, and interest in and to the Agreement.

3. The Assignor agrees to remain jointly and severally liable for all work performed on behalf of SBBC on or prior to March 25, 2020.

4. Notwithstanding the foregoing, the Assignor agrees to defend and indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignor's performance prior to the assignment of the Agreement and resulting from the Assignee's performance after the assignment of the Agreement, provided however, that after the assignment of the Agreement SBBC shall first look to the Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from the Assignee's performance.

5. The Assignee agrees to indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignee's performance after the assignment of the Agreement.

6. SBBC, in executing its consent to this Assignment, does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.

7. It is declared to be the intent of the parties hereto that if any section, sentence, clause, phrase, or portion of this Assignment is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

8. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules, and/or regulations. The venue for any and all litigation arising under this Assignment shall lie in Brevard County, Florida.

9. The Assignor and the Assignee hereby represent that they have not entered into any other agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

SIGNATURE PAGE TO FOLLOW
IN WITNESS WHEREOF, this Assignment is hereby made effective this 24th day of March 2020.

SafeGuard Document Destruction, Inc.
ASSIGNOR

By: Frank Vitarelli
Print: Frank Vitarelli
Title: President

Iron Mountain, Inc.
ASSIGNEE

By: Edward RBASS
Print: Edward RBASS
Title: Regional Director

THIS ASSIGNMENT is hereby accepted by The School Board of Brevard County, Florida, this 24th day of March 2020.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: Misty Belford, Chairman
February 7, 2020

Procurement & Distribution Services
Brevard Public Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940
Attn: Janice Ellis

RE: Sale of SafeGuard Document Destruction

Janice,

Iron Mountain has purchase SafeGuard Document Destruction Inc. All services will be handled from there system.

Please re-assign the bid to Iron Mountain.

If you have any questions, please call or email me.

Thank you.

Frank Vitarelli

Frank Vitarelli
October 25, 2019

Re: Safeguard Acquisition

To Whom It May Concern:

In response to your recent request, Iron Mountain Secure Shredding, Inc. (“Iron Mountain”), a Delaware corporation, hereby informs you that, on May 10, 2019, it acquired certain assets of Safeguard Document Destruction, Inc. (“Safeguard”), a Delaware corporation. As a result, Iron Mountain acquired certain post-acquisition rights and obligations of ARMS, including post-acquisition rights and obligations with respect to your existing relationship with Safeguard.

Very truly yours,

Joseph P. Corrigan
Corporate Counsel