

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER FOR170310		PAGE OF 1 31	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER HSSCCG-17-P-00106		5. SOLICITATION NUMBER HSSCCG-17-Q-00339	
						6. SOLICITATION ISSUE DATE 07/19/2017	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Joan Giard		b. TELEPHONE NUMBER 802-872-4522 (No collect calls)		8. OFFER DUE DATE/LOCAL TIME ET	
9. ISSUED BY  USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		CODE CIS		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS 493110 SIZE STANDARD: \$27.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  DHS-US Citizenship & Immigration Sv Refugee, Asylum & Int. Ops 20 Massachusetts Ave., Suite 3300 WASHINGTON DC 20529		CODE HQFOR		16. ADMINISTERED BY  USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403			
17a. CONTRACTOR/ OFFEROR  IRON MOUNTAIN INFORMATION MANAGEMENT LLC ONE FEDERAL STREET BOSTON MA 021102012		CODE 6214176330000 FACILITY CODE		18a. PAYMENT WILL BE MADE BY  See Invoicing Instructions			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 621417633+0000 This is a Firm-Fixed Price per unit Order for USCIS Refugee, Asylum and International Operations' Urgent Active File Space Relief. Attachment No. 1, Statement of Work, is attached to and incorporated into this Order. ; DO/DPAS Rating: NONE Period of Performance: 08/02/2017 to 03/01/2019 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$299,677.72	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: Iron Mountain's OFFER DATED 07/25/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR  Digitally signed by Gregory Swennumson DN: cn=Gregory Swennumson, o=Iron Mountain Government Services, ou=Manager, Federal Contracts Management Email=gregory.swennumson@ironmountain.com, c=US Date: 2017.08.01 17:39:43 -04'00'				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  Sarah Rizer			
30b. N.		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Sarah Rizer		31c. DATE SIGNED 8/3/17	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	: THE BASE PERIOD OF PERFORMANCE IS 08/02/2017 - 08/01/2018 ALL CLINS ARE FIRM-FIXED PRICE PER UNIT :				
0001	Storage (Cubic Feet) Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	246924	EA	[REDACTED]	[REDACTED]
0002	Receiving and Entry/Transferring Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	26313	EA	[REDACTED]	[REDACTED]
0003	File Retrieval - Regular Contractor shall invoice based on actual quantity Continued ...	30357	EA	[REDACTED]	[REDACTED]

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSSCCG-17-P-00106

PAGE OF

3

31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]				
0004	File Retrieval - Rush Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	54	EA	[REDACTED]	[REDACTED]
0005	File Retrieval - After Hours Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	54	EA	[REDACTED]	[REDACTED]
0006	Box Retrieval - Regular Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	1	EA	[REDACTED]	[REDACTED]
0007	Box Retrieval - Rush Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED] Continued ...	1	EA	[REDACTED]	[REDACTED]

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
4 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	OPTIONAL: Permanent Withdrawal - Box/Carlton Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered. Amount: (Option Line Item)  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: \$0.00	1	EA		0.00
0009	Refiles - File Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded:	1	EA		
0010	Refiles - Box/Carlton Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded:	1	EA		
0011	Interfiling Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded:	16808	EA		
0012	Transportation - Pick-Up - Regular Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Continued ...	2976	EA		

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
5 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0013	Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]  Transportation - Pick-Up - Rush Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	1	EA	[REDACTED]	[REDACTED]
0014	Transportation - Delivery - Next-Day Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	1	EA	[REDACTED]	[REDACTED]
0015	OPTIONAL: Transportation - Delivery - Half-Day Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered. Amount: [REDACTED] (Option Line Item)  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: \$0.00	1	EA	[REDACTED]	0.00
0016	Transportation - Delivery - Rush (4 hour) Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	54	EA	[REDACTED]	[REDACTED]
0017	Transportation - Delivery - Rush (holiday, Continued ...	54	EA	[REDACTED]	[REDACTED]

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
6 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	after-hours, weekend) Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]				
0018	Transportation - Handling Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	26313	EA	[REDACTED]	[REDACTED]
0019	File Shipping Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	10	EA	[REDACTED]	[REDACTED]
0020	Box Shipping Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED]	10	EA	[REDACTED]	[REDACTED]
0021	Third-Party Shipping and Handling Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 Continued ...	10	EA	[REDACTED]	[REDACTED]

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
7 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0022	00 GE 25 76 00 000000 Funded: [REDACTED] Period of Performance: 08/01/2017 to 07/31/2018  Replacement Carton Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED] Period of Performance: 08/01/2017 to 07/31/2018	36	EA	[REDACTED]	[REDACTED]
0023	Re-boxing Charge Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED] Period of Performance: 08/01/2017 to 07/31/2018	36	EA	[REDACTED]	[REDACTED]
0024	Quality Assurance - Audit Room Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED] Period of Performance: 08/01/2017 to 07/31/2018	1	EA	[REDACTED]	[REDACTED]
0025	Records Management Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity Ordered.  Accounting Info: EXFD000 X01 EX 20 03 00 000 04 10 0020 00 00 00 00 GE 25 76 00 000000 Funded: [REDACTED] Period of Performance: 08/01/2017 to 07/31/2018 Continued ...	119	EA	[REDACTED]	[REDACTED]

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
8 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	: OPTION 1 PERIOD OF PERFORMANCE IS 7 MONTHS: 08/02/2018-03/01/2019 ALL CLINS ARE FIRM-FIXED PRICE PER UNIT :				
1001	OPTION 1: Storage (Cubic Feet) Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)	176645	EA		0.00
1002	OPTION 1: Receiving and Entry/Transferring Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	4172	EA		0.00
1003	OPTION 1: File Retrieval - Regular Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	5322	EA		0.00
1004	OPTION 1: File Retrieval - Rush Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	32	EA		0.00
1005	OPTION 1: File Retrieval - After Hours Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Continued ...	32	EA		0.00



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
9 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: Funded: \$0.00				
1006	OPTION 1: Box Retrieval - Regular Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)	43373	EA		0.00
	Accounting Info: Funded: \$0.00				
1007	OPTION 1: Box Retrieval - Rush Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)	1	EA		0.00
	Accounting Info: Funded: \$0.00				
1008	OPTION 1: Permanent Withdrawal - Box/Carton Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)	22863	EA		0.00
	Accounting Info: Funded: \$0.00				
1009	OPTION 1: Refiles - File Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)	17970	EA		0.00
	Accounting Info: Funded: \$0.00				
1010	OPTION 1: Refiles - Box/Carton Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)	1	EA		0.00
	Accounting Info: Funded: \$0.00 Continued ...				

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSSCCG-17-P-00106

PAGE	OF
10	31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1011	OPTION 1: Interfiling Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	6724	EA		0.00
1012	OPTION 1: Transportation - Pick-Up - Regular Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	880	EA		0.00
1013	OPTION 1: Transportation - Pick-Up - Rush Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	1	EA		0.00
1014	OPTION 1: Transportation - Delivery - Next-Day Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	654	EA		0.00
1015	OPTION 1- OPTIONAL: Transportation - Delivery - Half-Day Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00  Continued ...	1	EA		0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
11 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1016	OPTION 1: Transportation - Delivery - Rush (4 hour) Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	32	EA		0.00
1017	OPTION 1: Transportation - Delivery - Rush (holiday, after-hours, weekend) Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	32	EA		0.00
1018	OPTION 1: Transportation - Handling Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	31607	EA		0.00
1019	OPTION 1: File Shipping Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	10	EA		0.00
1020	OPTION 1: Box Shipping Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00  Continued ...	10	EA		0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106PAGE OF  
12 31

NAME OF OFFEROR OR CONTRACTOR

IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1021	OPTION 1: Third-Party Shipping and Handling Fee Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	10	EA		0.00
1022	OPTION 1: Replacement Carton Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	36	EA		0.00
1023	OPTION 1: Re-boxing Charge Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	36	EA		0.00
1024	OPTION 1: Quality Assurance - Audit Room Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00	39	EA		0.00
1025	OPTION 1: Records Management Contractor shall invoice based on actual quantity per month. The maximum quantity is listed in Column C, Quantity. Amount: (Option Line Item)  Accounting Info: Funded: \$0.00 : CONTRACT ADMINISTRATION  Continued ...	70	EA		0.00

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSSCCG-17-P-00106

PAGE OF  
13 31

NAME OF OFFEROR OR CONTRACTOR  
IRON MOUNTAIN INFORMATION MANAGEMENT LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The contractor shall not accept any instruction that would result in any change to the supplies/services herein by any entity other than the issuing office's Contracting Officer.</p> <p>The following are the USCIS points of contact for this contract:</p> <p>Contracting Officer's Representative (COR): Angela M. Haynie Angela.m.haynie@uscis.dhs.gov 202-272-1657</p> <p>Contract Specialist: Joan Giard Joan.Giard@uscis.dhs.gov</p> <p>Contracting Officer: Sarah E. Rizner Sarah.E.Rizner@uscis.dhs.gov</p> <p>The total amount of award: \$669,521.95. The obligation for this award is shown in box 26.</p>				

**CONTRACT CLAUSES****52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR & HSAR CLAUSES: <http://farsite.hill.af.mil/>  
(End of clause)

<b><u>FAR Clause</u></b>	<b><u>Title/Date</u></b>
<b>52.203-17</b>	<b>Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)</b>
<b>52.204-4</b>	<b>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)</b>
<b>52.204-7</b>	<b>System for Award Management (Oct 2016)</b>
<b>52.204-13</b>	<b>System for Award Management Maintenance (Oct 2016)</b>
<b>52.204-16</b>	<b>Commercial and Government Entity Code Reporting (Jul 2016)</b>
<b>52.204-18</b>	<b>Commercial and Government Entity Code Maintenance (Jul 2016)</b>
<b>52.204-21</b>	<b>Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)</b>
<b>52.212-4</b>	<b>Contract Terms and Conditions – Commercial Items (Jan 2017)</b>
<b>52.223-10</b>	<b>Waste Reduction Program (May 2011)</b>
<b>52.232-40</b>	<b>Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)</b>
<b>52.232-39</b>	<b>Unenforceability of Unauthorized Obligations (Jun 2013)</b>
<b>52.242-13</b>	<b>Bankruptcy (Jul 1995)</b>
<b>52.237-3</b>	<b>Continuity of Services (Jan 1991)</b>
<b>52.242-13</b>	<b>Bankruptcy (July 1995)</b>
<b>Addendum to 52.212-4 Contract Terms and Conditions – Commercial Items:</b>	
<b>52.212-4(p)</b>	<b>Limitation of Liability</b>

**Value of Deposits:**

**FAR CLAUSES IN FULL TEXT****52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (Jan 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (4) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐\_X\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- ☐\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- ☐\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐\_X\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ☐\_ (5) [Reserved].
- ☐\_X\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐\_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- ☐\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- ☐\_ (10) [Reserved].
- ☐\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ☐\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ☐\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ☐\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- ☐\_ (13) [Reserved]
- ☐\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ☐\_ (ii) Alternate I (Nov 2011).
- ☐\_ (iii) Alternate II (Nov 2011).
- ☐\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ☐\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ☐\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ☐\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☐\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ☐\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ☐\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ☐\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ☐\_ (v) Alternate IV (Nov 2016) of [52.219-9](#).

- (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
  - (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
  - (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
  - (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
  - (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
  - (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
  - (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
  - \_X\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
  - (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
  - \_X\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
  - \_X\_ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
  - \_X\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
  - \_X\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - \_X\_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).
  - \_X\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  - \_X\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - \_X\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
  - \_X\_ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- \_X\_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).
  - (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
  - (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
  - (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Oct 2015) of [52.223-13](#).
  - (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of [52.223-14](#).
  - (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
  - (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of [52.223-16](#).
  - \_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
  - (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
  - (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
  - \_X\_ (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (ii) Alternate I (JAN 2017) of 52.224-3.



- (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
  - (49)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - (ii) Alternate I (May 2014) of [52.225-3](#).
  - (iii) Alternate II (May 2014) of [52.225-3](#).
  - (iv) Alternate III (May 2014) of [52.225-3](#).
  - (50) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
  - (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
  - (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
  - (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - \_X\_ (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
  - (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
  - (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
  - (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
  - \_X\_ (61) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
  - (62)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
  - (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
  - \_X\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - \_X\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - \_X\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
  - \_X\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
  - (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- (xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **52.217-7 Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor **at any time within the term of the contract**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

#### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor **at any time within the term of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **19 months**.

(End of clause)

#### **52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

	Location	Employee Class	Monetary Wage – Fringe Benefits
1	Arlington VA	GS-0305-05	\$36,281
2	Boston MA	GS-0305-05	\$36,175
3	Chicago IL	GS-0305-05	\$36,209
4	Houston TX	GS-0305-05	\$37,385
5	Los Angeles CA (Anaheim CA)	GS-0305-05	\$37,009
6	Miami FL	GS-0305-05	\$34,862
7	Newark NJ (Lyndhurst NJ)	GS-0305-05	\$37,457
8	New Orleans (Metairie LA)	GS-0305-05	\$32,844
9	New York NY (Bethpage NY)	GS-0305-05	\$37,457
10	San Francisco CA	GS-0305-05	\$39,441

#### **HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES**

The full text of HSAR clauses may be accessed electronically at the following address: <http://www.acquisition.gov/far>.

**HSAR CLAUSES IN FULL TEXT:****3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (SEPT 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

(b) Clauses.

X **3052.204-71 Contractor Employee Access.**

       Alternate I

       X **Alternate II**

X **3052.205-70 Advertisement, Publicizing Awards, and Releases. (SEP 2102)**

X **3052.242-72 Contracting Officer's Technical Representative.**

(End of clause)

**SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)****(HSAR Class Deviation 15-01)**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended,

“Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate.* The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) *Security Authorization Process Documentation.* SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government’s acceptance of the ATO does not alleviate the Contractor’s responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) *Independent Assessment.* Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report

on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO*. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review*. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring*. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO*. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.



(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) *Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.



(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

*(h) Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

*(i) Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

(End of clause)

## **INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

### **(HSAR Class Deviation 15-01)**

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31<sup>st</sup> of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31<sup>st</sup> of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

### USCIS LOCAL CLAUSES INCORPORATED - IN FULL TEXT:

#### **ADDITIONAL INVOICING INSTRUCTIONS:**

- (a) In accordance with FAR 52.212-4(g), all invoices submitted to USCIS for payment shall include the following:
  - (1) Name and address of the contractor.
  - (2) Invoice date and invoice number.
  - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
  - (4) Description, quantity, unit of measure, period of performance, unit price, and extended price of supplies delivered or services performed.
  - (5) Shipping and payment terms.
  - (6) Name and address of contractor official to whom payment is to be sent.
  - (7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - (8) Taxpayer Identification Number (TIN).
- (b) Invoices not meeting these requirements will be rejected and not paid until a corrected invoice meeting the requirements is received.
- (c) USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically using the "To" line in the e-mail address to [USCISInvoice.Consolidation@ice.dhs.gov](mailto:USCISInvoice.Consolidation@ice.dhs.gov) with each email conforming to a size limit of 500 KB.
- (d) If a paper invoice is submitted, mail the invoice to:

USCIS Invoice Consolidation  
PO Box 1000  
Williston, VT 05495

- (e) **Each invoice shall include a table showing, by CLIN, total invoiced to date and balance remaining on CLIN.**

### **DIRECT PAYMENT INQUIRIES TO ICE FINANCIAL OPERATIONS, (877) 491-6521**

#### **Contract Administration**

The contractor shall not accept any instruction that would result in any change to the supplies or services herein by any entity other than the issuing office's Contracting Officer (CO). The following is delegated to the Contract Specialist (CS) and Contracting Officer's Representative (COR). COR is responsible for technical monitoring, receiving and accepting the product or service and verifying the invoicing of one time purchase of Firm Fixed Price (FFP) supplies. The CS is a procurement official who assists the CO in all aspects of the contracting functions. The CS will review and approve

proper, accurate, and complete invoices for FFP contracts, and forward the approved invoices for payment processing. The CS will work with all involved to resolve any invoicing issues and insure the invoice documentation is accurate in the electronic record.

(See contract award for CO, CS and COR information)

### **Posting of Contract (or Order) in FOIA Reading Room**

Within 30 days of award, the contractor is required to submit a proposed redacted copy of the executed contract suitable for public posting under the provisions of the Freedom of Information Act (FOIA) to [foiaerr.nrc@uscis.dhs.gov](mailto:foiaerr.nrc@uscis.dhs.gov) with a courtesy copy to the Contract Specialist. The proposed redactions shall identify any proprietary or confidential information the awardee believes is not releasable under FOIA. The USCIS FOIA Office will review and validate FOIA compliance of the proposed redacted version for final processing and public posting of the award document.”

## **SECURITY REQUIREMENTS**

## **CLAUSE No. 5**

### GENERAL

U.S. Citizenship and Immigration Services (USCIS) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to sensitive but unclassified information, and that the Contractor will adhere to the following.

### SUITABILITY DETERMINATION

USCIS shall have and exercise full control over granting, denying, withholding or terminating access of unescorted Contractor employees to government facilities and/or access of Contractor employees to sensitive but unclassified information based upon the results of a background investigation. USCIS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by USCIS, at any time during the term of the contract. No Contractor employee shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Office of Security & Integrity Personnel Security Division (OSI PSD).

### BACKGROUND INVESTIGATIONS

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive but unclassified information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract as outlined in the Position Designation Determination (PDD) for Contractor Personnel. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through OSI PSD.

To the extent the Position Designation Determination form reveals that the Contractor will not require access to sensitive but unclassified information or access to USCIS IT systems, OSI PSD may determine that preliminary security screening and or a complete background investigation is not required for performance on this contract.

Completed packages must be submitted to OSI PSD for prospective Contractor employees no less than 30 days before the starting date of the contract or 30 days prior to EOD of any employees, whether a replacement, addition, subcontractor employee, or vendor. The Contractor shall follow guidelines for package submission as set forth by OSI PSD. A complete package will include the following forms, in conjunction with security questionnaire submission of the SF-85P, “Security Questionnaire for Public Trust Positions” via e-QIP:

1. DHS Form 11000-6, “Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement”

2. FD Form 258, "Fingerprint Card" (2 copies)
3. Form DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
4. Position Designation Determination for Contract Personnel Form
5. Foreign National Relatives or Associates Statement
6. OF 306, Declaration for Federal Employment (approved use for Federal Contract Employment)
7. ER-856, "Contract Employee Code Sheet"

#### EMPLOYMENT ELIGIBILITY

Be advised that unless an applicant requiring access to sensitive but unclassified information has resided in the U.S. for three of the past five years, OSI PSD may not be able to complete a satisfactory background investigation. In such cases, USCIS retains the right to deem an applicant as ineligible due to insufficient background information.

Only U.S. citizens are eligible for employment on contracts requiring access to Department of Homeland Security (DHS) Information Technology (IT) systems or involvement in the development, operation, management, or maintenance of DHS IT systems, unless a waiver has been granted by the Director of USCIS, or designee, with the concurrence of both the DHS Chief Security Officer and the Chief Information Officer or their designees. In instances where non-IT requirements contained in the contract can be met by using Legal Permanent Residents, those requirements shall be clearly described.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued by the Social Security Administration.

#### CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to USCIS facilities or information, the Contracting Officer's Representative (COR) will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

In accordance with USCIS policy, contractors are required to undergo a periodic reinvestigation every five years. Security documents will be submitted to OSI PSD within ten business days following notification of a contractor's reinvestigation requirement.

In support of the overall USCIS mission, Contractor employees are required to complete one-time or annual DHS/USCIS mandatory trainings. The Contractor shall certify annually, but no later than December 31st each year, that required trainings have been completed. The certification of the completion of the trainings by all contractors shall be provided to both the COR and Contracting Officer.

- USCIS Security Awareness Training (required within 30 days of entry on duty for new contractors, and annually thereafter)
- USCIS Integrity Training (Annually)
- DHS Continuity of Operations Awareness Training (one-time training for contractors identified as providing an essential service)
- USCIS Office Safety Training (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)
- USCIS Fire Prevention and Safety Training (one-time training for contractors working within USCIS facilities; contractor companies may substitute their own training)

USCIS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct or whom USCIS determines to present a risk of compromising sensitive but unclassified information and/or classified information.

Contract employees will report any adverse information concerning their personal conduct to OSI PSD. The report shall include the contractor's name along with the adverse information being reported. Required reportable adverse information includes, but is not limited to, criminal charges and or arrests, negative change in financial circumstances, and any additional information that requires admission on the SF-85P security questionnaire.

In accordance with Homeland Security Presidential Directive-12 (HSPD-12) <http://www.dhs.gov/homeland-security-presidential-directive-12> contractor employees who require access to United States Citizenship and Immigration Services (USCIS) facilities and/or utilize USCIS Information Technology (IT) systems, must be issued and maintain a Personal Identity Verification (PIV) card throughout the period of performance on their contract. Government-owned contractor-operated facilities are considered USCIS facilities.

After the Office of Security & Integrity, Personnel Security Division has notified the Contracting Officer's Representative that a favorable entry on duty (EOD) determination has been rendered, contractor employees will need to obtain a PIV card.

For new EODs, contractor employees have [10 business days unless a different number is inserted] from their EOD date to comply with HSPD-12. For existing EODs, contractor employees have [10 business days unless a different number of days is inserted] from the date this clause is incorporated into the contract to comply with HSPD-12.

Contractor employees who do not have a PIV card must schedule an appointment to have one issued. To schedule an appointment: <http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/PIV/default.aspx>  
Contractors who are unable to access the hyperlink above shall contact the Contracting Officer's Representative (COR) for assistance.

Contractor employees who do not have a PIV card will need to be escorted at all times by a government employee while at a USCIS facility and will not be allowed access to USCIS IT systems.

A contractor employee required to have a PIV card shall:

- Properly display the PIV card above the waist and below the neck with the photo facing out so that it is visible at all times while in a USCIS facility]
- Keep their PIV card current
- Properly store the PIV card while not in use to prevent against loss or theft

<http://ecn.uscis.dhs.gov/team/mgmt/Offices/osi/FSD/HSPD12/SIR/default.aspx>

OSI PSD must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired USCIS issued identification cards and HSPD-12 card, or those of terminated employees to the COR. If an identification card or HSPD-12 card is not available to be returned, a report must be submitted to the COR, referencing the card number, name of individual to whom issued, the last known location and disposition of the card.

#### SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OSI through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and OSI shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The Contractor shall be responsible for all damage or injuries resulting from the acts or omissions of their employees and/or any subcontractor(s) and their employees to include financial responsibility.

**ATTACHMENTS:**

<b>Attachment</b>	<b>Title/Description</b>
1.	Statement of Work (11 pgs)
2.	Wage Determinations (1 pg/table)