



U.S. Government Flow-Down Addendum

The following additional terms and conditions of this U.S. Government Flow-Down Addendum are expressly incorporated into the terms and conditions of any procurement agreement entered into between Iron Mountain and Vendor:

1. If the products or services provided by Vendor are used in support of a Prime Contract with the Federal Government, Vendor will comply with the following provisions of the Federal Acquisition Regulation (FAR), 48 CFR Part 52:

(a) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)), if the agreement exceeds \$5.5 million and has a performance period of more than 120 days; (b) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017); (c) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than agreements for commercially available off-the-shelf items, if the Vendor may have Federal contract information residing in or transiting through its information systems; (d) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91); (e) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3), if the agreement offers further subcontracting opportunities. Unless Vendor is a small business concern, if the agreement exceeds \$700,000 (\$1.5 million for construction of any public facility), the Vendor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities; (f) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015); (g) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246); (h) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212\(a\)](#)); (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)); (j) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)); (k) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496); (l) (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627); and (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627); (m) [52.222-55](#), Minimum Wages under Executive Order 13658 (DEC 2015), if Iron Mountain has informed Vendor that the agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute; (n) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if Iron Mountain has informed Vendor that the agreement is subject to Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute; (o) (A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a) if under the agreement Vendor will create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or, if Iron Mountain advises Vendor, (B) Alternate I (JAN 2017) of [52.224-3](#); and (p) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if Vendor is a small business concern.

2. If Iron Mountain informs Vendor that services to be performed by Vendor are subject to the Service Contract Labor Standards statute, 41 USC § 6701 *et seq.* (formerly the Service Contract Act or “SCA”), as implemented by the Department of Labor in 29 CFR. Part 4 and FAR Subpart 22.10, Vendor will comply with (a) FAR 52.222-41, Service Contract Labor Standards (August 2018); and (b) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).



3. (a) Vendor represents that as of the time of award of this Agreement, the Vendor and its principals are not debarred, suspended, or proposed for debarment by the Federal Government; and (b) Vendor will include the requirements of FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment (Oct 2015) (appropriately modified for the identification of the parties) in each subcontract that exceeds \$35,000 in value and is not a subcontract for commercially available off-the-shelf (COTS) items, as defined in FAR 2.101.

4. As used in the referenced FAR clauses "Contract" means this Agreement; "Contracting Officer" means the U.S. Government Contracting Officer; "Contractor" and "Offeror" means Vendor; "Prime Contract" means a prime contract between Iron Mountain and the Federal government or between a customer of Iron Mountain and the Federal Government; and "Subcontract" means any contract placed by Vendor with lower-tier Subcontractors under this Agreement.