

**GENERAL SERVICES ADMINISTRATION (GSA)  
FEDERAL ACQUISITION SERVICE (FAS)**

Request for Quotations: GS10F15LPQ0022  
Project ID: B15S47E0073

**Blanket Purchase Agreement for Government-wide  
Identity Monitoring Data Breach Response and Protection Services**

NOTE: This request for quotation is available to all Schedule contractors under Schedule 520 Financial & Business Solutions (FABS), Schedule 00CORP Consolidated Services, and Schedule IT70 specifically Special Item Numbers (SINs) as follows:

520-16 Business Information Services  
520-17 Risk Assessment and Mitigation Services  
520-18 Independent Risk Analysis  
520-19 Data Breach Analysis  
520-20 Comprehensive Protection Solutions

C520-16 Business Information Services  
C520-17 Risk Assessment and Mitigation Services  
C520-18 Independent Risk Analysis  
C520-19 Data Breach Analysis  
C520-20 Comprehensive Protection Solutions

132-51 Information Technology Professional Services  
(or associated SIN C132-51 under the 00CORP Schedule)

August 4, 2015



To Whom It May Concern:

The General Services Administration (GSA) Federal Acquisition Service (FAS) is leading and managing a strategic sourcing effort to create a government-wide vehicle for the acquisition of data breach response and protection services, including identity monitoring.

GSA FAS (herein referred to as "GSA", "the government", or "FAS") is issuing this Request for Quotation (RFQ) to solicit quotes from contractors holding Federal Supply Schedule (FSS) contracts under the Financial and Business Services (FABS) contract, Schedule 520 for the purpose of entering into a government-wide multiple-award blanket purchase agreement (BPA), reference FAR [8.405-3](#), for services referenced herein.

This procurement is open to all schedule Contractors awarded a contract under Schedule 520 Financial & Business Solutions (FABS) and Schedule Consolidated Services (00CORP ) awarded SINs 520-16, 520-17, 520-18, 520-19, 520-20, C520-16, C520-17, C520-18, C520-19, and C520-20. Contractors awarded under Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services SIN 132-51 (or associated SIN C132-51 under the 00CORP Schedule) Information Technology Professional Services may participate as a Contractor Team Agreement (CTA) member, in conjunction with a FABS vendor, to provide a total solution.

Electronic quotation submissions must be made via eBuy ([www.ebuy.gsa.gov](http://www.ebuy.gsa.gov)), and follow the submission requirements detailed in the attached documents. Note that any corrupt or unreadable submissions will not be considered, nor will files received after the quotation due date and time of August 14, 2015, 5:00 p.m. PDT (8:00 p.m. EDT).

If you have any questions regarding this solicitation, please feel free to contact me directly. I look forward to receiving your quotations.

Sincerely,

Ms. Tamara Grant  
Contracting Officer  
[Tamara.grant@gsa.gov](mailto:Tamara.grant@gsa.gov)  
(253) 931-7771

## SECTION I Request for Quotation Instructions

### 1.0 OVERVIEW

This RFQ is soliciting quotes to award a multiple-award BPA to provide identity monitoring data breach response and protection services including data breach analysis services, credit monitoring services, identity monitoring services, identity theft insurance, identity restoration services, as well as website services and call center services. The requirements included in this RFQ were developed by a federal interagency working group with representatives from the Office of Management and Budget, Office of Personnel Management, Department of Defense, Department of Homeland Security, Federal Trade Commission, and GSA.

As this solution supports core category management principles to reduce duplication and promote best-in-class solutions, the government expects the resulting BPAs to be the preferred source for federal agencies to acquire data breach response and protection services and will be available for use by all federal agencies. The Office of Management and Budget may provide further instructions to federal agencies on use of this vehicle. GSA anticipates that this BPA will receive a strong usage designation. Contractors eligible to submit quotations for this requirement are those awarded contracts under GSA's 520 FABS Schedule SINs 520-16, 520-17, 520-18, 520-19, 520-20 and associated SINs under GSA's 00CORP Schedule (SINS C520-16, C520-17, C520-18, C520-19, and C520-20). Contractors awarded under Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services SIN 132-51, Information Technology Professional Services (or associated SIN C132-51 under the 00CORP Schedule) may participate as a Contractor Team Arrangement (CTA) team member to provide a total solution.

BPA awardees can offer any mix of services and pricing to meet the needs of ordering contracting activities.

The principal purpose of the BPA, and services that will be procured through it, are aligned with three North American Industrial Classification System (NAICS) codes including:

- 561450 – Credit Bureaus
- 541990 – All Other Professional, Scientific and Technical Services
- 561611 - Investigation Services

BPAs will be awarded to contractors with two tiers of experience.

- Tier 1 – Contractors with Significant Breach Response Experience

Contractors selected for Tier 1 will have experience in responding to data breaches impacting populations of significant size. The benchmark for significant size is 21.5 million individuals.

- Tier 2 – Contractors with Experience in Providing Data Breach Response Services

Contractors selected for Tier 2 will have experience in providing a broad range of data breach response services – regardless of size and scope. Tier 1 Contractors will be included in Tier 2.

- Ordering Contracting Officers have the discretion to compete task orders (TO) at either Tier.
- During the performance period of the BPAs, Tier 2 Contractors not selected as Tier 1 service providers can provide to the BPA Contracting Officer evidence of their experience in responding to data breaches impacting populations of significant size and based on that documentation may be added to Tier 1.

### **1.1 Award of First BPA Task Order**

The first TO under the BPAs will be simultaneously competed and awarded by the Department of the Navy's Naval Sea Systems Command (NAVSEA) in conjunction with this BPA RFQ. The request for quotation in support of this task order can be found on GSA's e-Buy system with a posting date of August 4, 2015, reference RFQ No. N00024-15-T-2123, GSA e-Buy RFQ ID No. RFQ1015363.

NAVSEA's TO is reserved for Tier 1 Contractors. Accordingly, while all interested Contractors and CTAs may submit quotations in response to the RFQ, only those Contractors selected as Tier 1 service providers will be eligible for award.

## **2.0 GENERAL INSTRUCTIONS**

### **2.0.1 Eligibility**

For quotations to be considered in response to the RFQ, Contractors must hold an active GSA FABS Schedule with SINs 520-16, 520-17, 520-18, 520-19, and 520-20, or 00CORP Schedule with SINs C520-16, C520-17, C520-18, C520-19, and C520-20 and all services must be proposed, i.e. a Contractor must be able to provide all services contemplated in the BPA. Contractors awarded Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services SIN 132-51 (or associated SIN C132-51 under the 00CORP Schedule) Information Technology Professional Services, may participate as a CTA member to provide a total solution.

Quotes received from CTA's are eligible and will be evaluated the same as quotes not based on a CTA.

## **2.0.2 Submission**

- a. A complete quote must consist of: Cover Letter
  - i. Include acknowledgement of amendments and that quotes are firm for 60 calendar days.
- b. Technical Capability Documentation, Contract Experience, and Past Performance Documentation
- c. Price Quote

Incomplete quotes will be considered unacceptable and will not be further evaluated. Unnecessarily elaborate quotes, brochures, or other presentations beyond those sufficient to present a complete and effective response to this RFQ are not desired. Elaborate art work, letters of commendation, and costly visual and other presentations are neither necessary nor desired.

Quotes must be submitted electronically through GSA e-Buy. Quotations received after August 14, 2015, at 5:00 p.m. PDT (8:00 p.m. EDT) will not be considered for evaluation.

All questions concerning this RFQ must be submitted electronically through GSA e-Buy gov by 5:00 p.m. PDT (8:00 p.m. EDT) August 12, 2015. Answers to questions will be provided in e-Buy. Similar questions may be combined for efficiency.

Answers will be provided to all prospective contractors via e-Buy, giving due regard to the proper protection of proprietary information.

In posing questions, Contractors must cite the relevant section, paragraph, and page number of the RFQ. Questions should be written in a way that enables clear understanding of the Contractors' issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response from GSA. Further, Contractors are reminded that GSA will not address hypothetical questions aimed at receiving a potential "evaluation" decision.

## **2.0.3 Format**

No paper (hard copy) quotes will be accepted. Any subsequent instructions contained herein referring to written requirements refer to documentation that is submitted electronically (i.e. via the e-Buy portal).

Documentation must be legible, single-spaced, typeface font no smaller than 11 point, no less than 1 inch margins that (if printed on one side) would fit on 8 1/2 x 11 inch paper. The technical capability documentation and price quotes must be

submitted in **separate** files -- do not include pricing information in the technical documentation.

Quotations must not exceed 50 pages, excluding the cover letter, CTA documentation, security plan, insurance and pricing documentation, or proposal attachments (e.g. System Security Plan, Insurance Agreement).

The submitted electronic formats must be compatible with government computer software (such as .PDF or .doc or .xls type files).

#### **2.0.4 Declining to Submit a Quote**

Contractors choosing to not submit a quote are asked to describe your reason for declining submitting a quote via e-Buy.

#### **2.0.5 Overview**

Quotes must clearly demonstrate understanding of both general and specific requirements, as well as convey the Contractor's capability for transforming its understanding into successful performance under a BPA TO.

The information requested and the manner of submission is essential to permit prompt evaluation of all quotes on a fair and uniform basis. Simple statements of compliance without the detailed description of how compliance will be accomplished may not be considered sufficient evidence that the contractor can technically meet the requirements.

Contractors whose quotes were not selected for award will be so notified. Such notification will state in general terms the basis of non-selection. Unsuccessful Contractors may request a brief explanation of the basis for the award decision in accordance with FAR [8.405-3\(b\)\(3\)](#).

#### **2.0.6 Award of Initial Quotes**

Each quote should be submitted with the most favorable price and service offerings the contractor can provide to the Government. The Government intends to issue award without engaging in dialogue with Contractors. Consequently, Contractors are highly encouraged to provide their best-quote with initial submissions. However, the Government reserves the right to review quotes, orally or in writing, with any or all Contractors submitting a quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to conduct such conversation with any Contractor. Also, it is emphasized that FAR Part 15, and specifically source selection procedures at FAR 15.503, do not apply to evaluation of quotations and will not be used. A Contractor may be eliminated from consideration for award without further dialogue or explanation prior to award if its quote is not found to be among those Contractors

considered most advantageous to the Government based on a best value determination.

Contractors taking exception to any terms and conditions of the RFQ may be eliminated from consideration for award.

## 2.1 QUOTATION DOCUMENTATION AND REQUIREMENTS

Quotations must include the following documentation:

### 2.1.1 SINS

Quotations must identify all SINS for the FABS or 00CORP Schedule shown below.

Required SINS

- 520-16 Business Information Services
- 520-17 Risk Assessment and Mitigation Services
- 520-18 Independent Risk Analysis
- 520-19 Data Breach Analysis
- 520-20 Comprehensive Protection Solutions

As applicable, SINS

- C520-16 Business Information Services
- C520-17 Risk Assessment and Mitigation Services
- C520-18 Independent Risk Analysis
- C520-19 Data Breach Analysis
- C520-20 Comprehensive Protection Solutions

Optional SIN

- Although not required, Contractors awarded Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services SIN 132-51 (or associated SIN C132-51 under the 00CORP Schedule) Information Technology Professional Services, may participate as a CTA member to provide a total solution.

Contractors must have all required SINS awarded ***at the time of quotation submission***. Quotes that are contingent on pending modifications to add SINS to the GSA Multiple Award Schedule (MAS) contract for meeting this requirement will not be accepted. Contractors who do not have all the REQUIRED SINS identified above (either the FABS 16 through 20 or 00CORP 16 through 20) in their MAS contract must form a CTA to cover all the REQUIRED SINS.

### 2.1.2 Teaming Arrangements

A GSA Schedule CTA ([www.gsa.gov/cta](http://www.gsa.gov/cta)) is an arrangement between two or more GSA Schedule Contractors to work together to meet agency requirements. Each

member of the CTA must have a FABS or associated 00Corp Schedule contract, and hold contracts under one or more of the following SINs: 520-16, 520-17, 520-18, 520-19, 520-20, C520-16, C520-17, C520-18, C520-19, and C520-20. Although not required, Contractors awarded Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services SIN 132-51 (or associated SIN C132-51 under the 00CORP Schedule) Information Technology Professional Services, may be utilized as a team member to provide a total solution. The CTA document is a written agreement between team members detailing the responsibilities of each team member.

In the event a CTA is being proposed to provide services under the BPA, the quote must include a signed copy of the CTA. The CTA can be in whatever form and format the team collectively decides is most appropriate. At a minimum, the CTA(s) shall clearly state the name, FABS or 00CORP numbers to be provided by each team member, and if offered, the team member proposing under SIN 132-51, and Point of Contact (POC) information of the proposed Team Lead and each proposed Team Member.

The CTA(s) shall at a minimum indicate the business size of the Team Lead and Team Members, and also clearly delineate the roles and responsibilities. The CTA(s) shall also fully describe the manner in which the Contractor Team will decide upon adding or deleting Team Members (provided the GSA BPA Contracting Officer implements an open season to do so), as well as services each will perform during the BPA performance.

*Note: All quotes in response to order RFQs under the BPA shall be submitted by the BPA Level Team Lead. Additionally, the CTA Team Lead will be responsible for submitting invoices and all contract administration work performed at the TO level.*

In order to avoid apparent Organizational Conflicts of Interest (OCI), Contractors may only be on one CTA quoting on this BPA. Contractors appearing on more than one CTA shall be considered to have an OCI and that Contractor's team(s) quote shall not be eligible for award. It is the responsibility of the Contractor to ensure no member of their team has such an OCI.

### **2.1.3 Technical Capability Documentation**

The technical capability documentation must be submitted as a standalone document and include the following information:

- a. All documentation submitted supporting an offeror or CTA's capability will support the government's award decision for Tier 1 and 2. Reference Section I paragraph 2.2 for the evaluation methodology that will be used to award BPAs under Tier 1 and Tier 2.
- b. All quotes must include:



- i. A narrative detailing your company's or team's general management approach to providing each of the required BPA services described in the Statement of Work to ordering organizations. If subcontracting or teaming, please discuss your approach to providing each of the services with these partners, how they will support customer requirements, and the nature of how you will work together as an integrated entity. The Government will evaluate whether the narrative articulates a sound management plan to perform the services.
- ii. A narrative detailing your company's (CTA's) approach to providing services to support the first anticipated task order, reference NAVSEA's RFQ N00024-15-T-2123, issued on August 4, 2015, via GSA e-Buy. The RFQ will result in an award of a TO under the BPAs to a Tier 1 BPA awardee; accordingly, your narrative should document how your company (CTA) would meet the requirements of the order. The narrative will serve as a representative sample of how your company would provide services of this nature during the performance period of the BPA.

The narrative should fully demonstrate your company's (CTA's) approach to responding to this type of data breach, how your company (CTA) will meet and fulfill the standards required in the RFQ's performance work statement, including NIST standards, acceptable quality levels, and other requirements.

A mere acknowledgement of the standards and requirements is not acceptable. The narrative must demonstrate how your company will provide the contemplated services, are in compliance with required standards, and/or will comply with the standards during performance of the order.

Provide a time phased, task based, project plan (including milestones) for execution of the task order including the base and option periods. This plan needs to illustrate team members and subcontractor roles and the integration of each for providing the services required by the TO. For each performance requirement, the project plan shall clearly demonstrate how the standards will be achieved or exceeded.

This plan will be evaluated against the standards identified for each performance requirement in Section 3 of the Task Order 1 RFQ PWS. The Government will also evaluate the degree to which the offeror's proposed project plan poses a risk to successfully achieving performance.

Note, this documentation is for purposes of BPA award only, and should not be submitted in response to RFQ N00024-15-T-2123.

- iii. A detailed IT system security plan that includes security concept of operations, security system architecture, to include detailed network

- diagrams; out of band network management plan; secure configuration standards used (e.g. NSA/DISA security configuration guides, or other applicable industry standards) for each hardware and software component; and security requirement parameters applied for each security requirement specified in NIST SP 800-171 (e.g. specific password complexity requirement, frequency of vulnerability scans, process for remediation of vulnerabilities), NIST-SP-800-53 REV4 (PL 2, PL 7, PL 8), and NIST-SP-800-18; and security controls included in frequency of continuous monitoring plan in accordance with NIST-SP-800-137. The Systems Security Plan must include information on all CTA members and subcontractor's systems and the security of the interconnections between the connections, boundary protection details, training and certification of IT and security personnel; detailed explanation of separation of data provided/developed under this contract from other clients/company data; should include specifics of any security certification/accreditation of overall or portions of IT systems (e.g. ISO/IEC 270001, PCI DSS, or other applicable industry standards). Plans that simply parrot back the security requirements of NIST SP 800-171 will be deemed unacceptable.
- iv. Your current company (and CTA), and subcontractor's policies and procedures in response to a suspected or confirmed data incident. Please state whether each company has had in the last 10 years a breach or compromise of data (whether or not reported to federal or state officials). Also state whether each company, in connection with any privacy, data security, or other consumer protection matter: (1) is currently under federal or state court or administrative final order; (2) is known to be under any current law enforcement investigation; and (3) is a defendant in any class action law suit or has been in the last three years.
  - v. Your (CTA) proposed identity theft insurance agreement. The agreement shall include at minimum up to \$1 million per impacted individual, with no deductible. Documentation of benefits included in identity theft insurance must include, at a minimum, coverage of: lost wages, travel expenses, elder care and child care, initial legal consultation, and any other expenses specifically tied to the identity restoration.

Do not include pricing information in the technical capability documentation.

#### **2.1.4 Contract Experience and Past Performance Documentation**

For the purposes of meeting the Contract Experience and Past Performance documentation, every Contractor must - or at least one CTA team member must - provide contract experience and past performance documentation including:

##### **a. Contract Experience Documentation**

- i. Provide at least three of your largest projects handling breaches of PII involving Social Security Numbers, but not more than six, examples of recent contracts for similar services.
- ii. Referenced contracts must have completed one year of performance, and the contract must have been completed after December 31, 2011.
- iii. For each, a brief narrative demonstrating successful performance of the contract of similar scope and size contemplated under this RFQ including:
  - Identification of who performed the work and entity role, i.e. prime contractor, lead contractor, subcontractor, or team member.
  - Contract number.
  - Point of contact for the requiring customer including a phone number and email address.
  - Contract performance period.
  - Dollar value of the contract.
  - Discussion of the of the services provided under the contract including a detailed description of the requirements, results achieved, and the methodology, tools, and/or processes utilized in performing the work.
  - Size of data breach(es) supported, i.e. impacted population size of XXX.

The narrative must ***clearly*** articulate how the work is relevant to that required in this RFQ including identification of core area(s) of expertise related to work described herein.

**b. Past Performance Documentation**

- i. At least three of your largest projects handling breaches of PII involving Social Security numbers, but not more than six, Past Performance Questionnaires must be submitted. Reference Attachment 2.
- ii. Past performance examples used must have completed at least one year of performance, and the contract must have been completed after December 31, 2011.
- iii. The completed Past Performance Surveys may be submitted to the Contractor (who then submits them to the BPA Contracting Officer) or directly to the BPA Contracting Officer. Whichever method is utilized, the

BPA Contracting Officer must receive the surveys no later than August 14, 2015, 5:00 p.m. PDT. Forms that do not show this information will be discarded and will not be used for past performance evaluation.

Note: 'contract' means contract, order, or BPA which supported commercial or government entities in responding to data breaches of the kind described in this RFQ. Additionally, past performance information obtained by the government is considered proprietary source selection information and cannot be shared with anyone outside the government without the permission of the providing company or the individual.

#### **2.1.4 Price Quote (BPA Pricing)**

The price quote must be submitted separately from the technical documentation and/or contract experience and past performance documentation package.

The government is expecting Schedule price discounts and/or volume discounts based on aggregate spend through the BPA. Contractors are to use Attachment 1, in Microsoft Excel format, to submit price quotes.

Prices quoted for each CLIN must be mapped to your (CTA) GSA MAS contract price list. If submitting a quote as a CTA, each member must submit pricing for each CLIN they are eligible to perform under.

For contractors that do not have out-year pricing, your BPA pricing may be escalated at the same percentage as your GSA MAS contract provided you submit a copy of a valid executed modification of your GSA MAS contract to the Contracting Officer.

##### **a. Volume discounts**

Please provide volume discounts based on aggregate spend using the Microsoft Excel spreadsheet found at Attachment 1, Tiered Volume Discount Tab. Discounts based on aggregate spend should be expressed in percentages.

Example:

<u>Aggregate Spend</u>	<u>Discount</u>
\$500,0000 - \$1,000,000	1%
\$1,000,001 - \$10,000,000	3%
\$10,000,001 - \$100,000,000	5%

Aggregate spend discounts will be based on the government's overall spend through the BPA and applies to all CTA members (as applicable). As spend tiers are achieved BPA pricing will be adjusted unilaterally by the GSA BPA

Contracting Officer. Volume discounts will not be applied retroactively only prospectively.

## 2.2 BPA AWARDS

Evaluations will be conducted in accordance with the FAR Part 8.4. Quotes must demonstrate a clear understanding of the nature and scope of the work required. Failure to provide a realistic, reasonable, and complete quote may reflect a lack of understanding of the requirements and may result in a quote receiving no further evaluation and determined ineligible for award. As noted, the government intends to award multiple BPAs in response to this RFQ.

The government's source selection will be based on a best value determination that will be based on: (1) which quotations best demonstrate the ability to successfully execute the RFQ's requirements; (2) a company's (CTA's) ability to fulfill the services contemplated under the BPAs, and (3) whose pricing is fair and reasonable (including discounts). Multiple awards may be made for both Tier 1 and Tier 2. Selection for Tier 1 BPAs will include an additional evaluation consideration:

- **Tier 1:** BPA awards will be made to firms who have documented capabilities, experience, and satisfactory past performance in responding to data breaches of significant size. The benchmark the government will use to conduct this evaluation is a population of 21.5 million individuals who have been impacted by a data breach.

Contractors who take exception to any terms, conditions or requirements of this BPA may be determined unacceptable.

## SECTION I – RFQ Attachments

- Attachment 1: Pricing (Microsoft Excel Spreadsheet)
- Attachment 2: Past Performance Questionnaire

**SECTION II**  
**Government-wide Blanket Purchase Agreement**  
**Identity Monitoring Data Breach Response and Protection Services**

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## Part 1 – Terms and Conditions

### 1.0 GENERAL

As the nature and complexity of data breaches have evolved during the past five years, government-wide federal agencies have had increasing requirements for identity monitoring data breach response and protection services. These services are critical to responding to cyber security events, and in mitigating the risk of identity theft or compromised government security and operations.

This government-wide multiple award blanket purchase agreement (BPA) provides identity monitoring data breach response and protection services for the federal government including business information services, credit monitoring services, identity monitoring services, identity theft insurance, identity restoration services, website services, and call center services (related to these requirements).

As this solution supports core category management principles to reduce duplication and promote best-in-class solutions, the government expects the resulting BPAs to be the required source for federal agencies to acquire data breach response and protection services and will be available for use by all federal agencies. Further instructions regarding the mandatory use of these vehicles, waiver requirements, and other considerations will be provided to agencies at a later date. The services included in the BPAs were developed by a federal interagency working group with representatives from the Office of Management and Budget, Office of Personnel Management, Department of Defense, Department of Homeland Security, and Federal Trade Commission.

Services provided under the BPA(s) are those included in GSA's FABS Schedule contract under SINS 520-16, 520-17, 520-18, 520-19, 520-20 and associated SINS under GSA's 00CORP Schedule (SINS C520-16, C520-17, C520-18, C520-19, and C520-20). Additionally, associated services that may be required to fulfill agencies' identity monitoring data breach response and protection services requirements may be fulfilled through GSA Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services SIN 132-51, Information Technology Professional Services (or associated SIN C132-51 under the 00CORP Schedule) as provided for under individually awarded BPAs. BPA awardees can offer any mix of services and pricing to meet the needs of ordering contracting activities.

Task order services shall be procured using North American Industrial Classification System (NAICS) codes:

- 561450 – Credit Bureaus
- 541990 – All Other Professional, Scientific and Technical Services
- 561611 - Investigation Services



When a TO has a requirement that falls under more than one of these NAICS codes, the NAICS code representing the principal purpose of the order must be assigned. Two tiers of contractors are available under the BPAs:

- **Tier 1:** Is set aside for Contractors with experience in responding to data breaches impacting populations of significant size.
- **Tier 2:** Includes Contractors who are experienced in providing data breach response services – regardless of size and scope.

Ordering Contracting Officers have the discretion to compete TOs at either tier. A complete listing of contractors awarded BPAs, by tier, is available at **[incorporated at the time of award]**.

## 2.0 SCOPE

The contractors shall comply with all terms and conditions of their awarded 520 FABS, 00CORP, or IT70 Schedules (as appropriate) SINS:

SIN	Description
520-16	Business Information Services
520-17	Risk Assessment and Mitigation Services
520-18	Independent Risk Analysis
520-19	Data Breach Analysis
520-20	Comprehensive Protection Solutions
C520-16	Business Information Services
C520-17	Risk Assessment and Mitigation Services
C520-18	Independent Risk Analysis
C520-19	Data Breach Analysis
C520-20	Comprehensive Protection Solutions
If applicable	
132-51/C132-51	Information Technology Professional Services

Reference:

- [https://www.fbo.gov/index?s=opportunity&mode=form&id=3798c7616c3d666221a6708d24a7a13b&tab=core&\\_cview=1](https://www.fbo.gov/index?s=opportunity&mode=form&id=3798c7616c3d666221a6708d24a7a13b&tab=core&_cview=1) for the FABS Schedule terms and conditions
- [https://www.fbo.gov/index?s=opportunity&mode=form&id=3798c7616c3d666221a6708d24a7a13b&tab=core&\\_cview=1](https://www.fbo.gov/index?s=opportunity&mode=form&id=3798c7616c3d666221a6708d24a7a13b&tab=core&_cview=1) for the Consolidated Schedule (or Professional Service Schedule) terms and conditions
- [https://www.fbo.gov/index?s=opportunity&mode=form&id=52411df0cba74dc0c53dba844b6e4203&tab=core&\\_cview=1](https://www.fbo.gov/index?s=opportunity&mode=form&id=52411df0cba74dc0c53dba844b6e4203&tab=core&_cview=1) for IT70 Schedule terms and conditions

In the event of any conflict between the Schedule contract and the BPA, the terms and conditions of the Contractor's Schedules shall prevail over the BPA's and TOs, except to the extent that any discounts established in the BPA take precedence over Schedule 520 FABS, 00CORP, or IT70 higher prices.

Ordering activities may add non-conflicting terms and conditions to individual orders, to include specific agency terms and conditions. Additionally, any clauses incorporated at the TO level required for small business set-aside orders shall be applicable to that order even if those clauses have not been incorporated to the GSA contract -- the allowance for such clauses at the TO level is a term and condition of this BPA.

The terms and conditions of the BPA apply to all orders placed pursuant to it. In the event of any conflicts between the terms and conditions of the BPA and TOs, the terms and conditions of the BPA will take precedence.

BPA's do not obligate funds. The government is obligated only to the extent of authorized orders made under the BPAs. It is the responsibility of the individual ordering activities to ensure adequate funds are available. ***There is no limit on the dollar value of orders*** made under the resultant BPAs. The maximum order limitation of \$1,000,000 of Schedule 520 FABS and 00CORP, and \$500,000 for IT Schedule 70 (FAR Clause 52.216-19) does not limit the dollar value of an order. It is simply the dollar value above which a Contractor does not have to honor unilateral award of services. For a multiple award BPA, the maximum order limitation has no practical effect as orders are competed. If a contractor does not wish to honor an order above the maximum order limitation threshold, they simply would not quote on that particular order level RFQ.

### **3.0 ORDERING PERIOD**

The duration of the BPA is from the date of award to five (5) years thereafter unless the BPA is cancelled or expires. A BPA expires when the Contractor's GSA MAS contract, which the BPA is predicated upon, expires.

Orders can be issued only against active BPAs. Orders issued will have their own period of performance. Orders issued prior to but not completed before the BPA expires shall be completed (including any order options) in accordance with the BPA Contractor's GSA Schedule contract FAR Clause 52.216-22.

### **4.0 GOVERNMENT POINTS OF CONTACT**

#### **4.1 GSA BPA Contracting Officer**

Tamara Grant, Contracting Officer  
U.S. General Services Administration  
Federal Acquisition Services

Contracting Operations Division  
400 15<sup>th</sup> Street SW  
Auburn, Washington 98001  
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E-mail: [tamara.grant@gsa.gov](mailto:tamara.grant@gsa.gov)

#### **4.2 GSA BPA Program Manager**

Kathy Jocoy  
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### **5.0 REPORTING**

#### **5.1 Requirements**

Reporting requirements at the BPA level include:

- providing notifications and copies of TO awards
- a two-part quarterly status report
- updates to security plans and changes in security status
- changes in responsibility status or threats thereto

The reports submitted will be used to assess contractor performance and to collect information, best practices, and lessons learned. Reporting requirements and formats are subject to change throughout the life of the BPA's at no additional cost to the government.

#### **5.2 Task Order Award Notifications**

The BPA level Contractor/CTA Team Lead shall provide email notification to the GSA BPA Contracting Officer and GSA BPA Program Manager within five (5) days of all new TOs awarded under this BPA. The notification shall include a brief description of the task, name of the requiring entity, period of performance, and estimated dollar value. In addition, the BPA level Contractor/CTA Team Lead shall provide one complete electronic copy of each order, including the statement of work, placed under the BPA to the GSA BPA Contracting Officer and GSA BPA Program Manager within the five-day timeframe.

## **5.3 Quarterly Status Reports**

### **5.3.1 Quarterly Status Report Part 1**

Part 1 of the Quarterly Status Report consists of high level and detailed information for each awarded TO. The BPA Contractor, or CTA Team Lead, shall electronically update and submit Part 1 of the quarterly status report to the GSA BPA Contracting Officer and GSA BPA Program Manager. Reports are to be submitted no later than 15 workdays after the end of each calendar year quarter. BPA contractors/CTA teams with no TOs awarded during the quarter are NOT required to submit the Part 1 quarterly status report unless there are changes to a previously submitted report. Regarding CTA's, provide the information for EACH member as applicable. The status reports shall be cumulative, beginning from the time of BPA establishment and include the following:

#### **a. Task Order Report**

- GSA MAS Contract No.
- BPA No.
- Task Order No.
- CTA Task Order Lead (Y/N)
- Ordering Entity
- Task Order Title
- Ordering Contracting Officer name, phone number and email address
- Ordering Contracting Officer Representative name, phone number and email address
- Period of Performance (inclusive of base and options)
- Small Business set aside (Y/N)
- Small Business Socioeconomic Classification
- Task Order Value for each CTA member
- Order type (T&M, LH, FFP, or type of hybrid)
- Awarded task order price (inclusive of base and options)
- BPA CLIN Prices followed by the discount (if any) taken expressed in both percentage and monetary terms.

#### **b. Task Order Detail**

- Task Order Number
- Task Order Title

### **5.3.2 Quarterly Status Report Part 2**

Part 2 of the Quarterly Status Report shall report on task order competitions, marketing activities and information sharing opportunities. BPA Contractors/ or CTA team leads shall submit Part 2 of the quarterly status report via email to the GSA

BPA Contracting Officer and GSA BPA Program Manager, organized in the format below. Reports are to be submitted no later than 15 workdays after the end of each quarter. BPA teams with no task orders awarded during the quarter are required to submit the Part 2 quarterly status report.

**a. Quarterly Status Report – Part 2**

- BPA Contractor/Lead
- BPA Number
- Name
- Contact Information

**b. Task Order Competitions**

- Number of task order request for quotations received
- Number of task order quotes submitted
- Number of task order awards received
- Total value of task order awards received (include all base and option periods)
- Comments

**c. Information Sharing Opportunities**

Provide a brief narrative and description of any information sharing opportunities identified during the quarter. Submit electronic copies of any materials that should be considered for posting to a portal for dissemination to BPA users. The materials include, but are not limited to: best practices, lessons learned statements of work, and training materials.

**5.4 Security Plans and Changes in Security Status**

**5.4.1 Security Plans**

All substantial changes to security plans must be provided to the BPA Contracting Officer for review, approval, and incorporation into the terms and conditions of the individual company's or CTA's BPA. The Security Plan is incorporated as **[incorporated at time of award]**

**5.4.2 Security Status**

The BPA Contracting Officer must be notified within 5 business days of any changes to a BPA holder's security status. Reference paragraph 16.0, FAR 52.239-1 Privacy or Security Safeguards (Aug 1996)

## 6.0 CONTRACTOR TEAMING ARRANGEMENTS (CTA)

If an entity is identified as a CTA team member (which means a Schedule contractor working with another Schedule Contractor, and is distinguished from subcontracting), all effort quoted for performance by that entity shall be priced based on the team member's GSA Schedule less any discount agreed to in the BPA or further discounts quoted on an individual TO. Subcontractors, whether they hold a MAS or not, are not part of the "Team" for BPA CTA purposes and are not a party to the BPA CTA Agreement. Subcontractors (even if the subcontractor holds a GSA MAS) must utilize the labor categories/items rates/prices of the GSA MAS prime contractor they are subcontracting under. These same conditions apply to any BPA CTA member who is performing as a subcontractor on a particular TO rather than being named as a BPA CTA member awardee for that TO.

At the TO level, the *BPA Level/Team Lead* may offer that a BPA CTA Team Member take the lead and be directly named as the *TO Level/Team Lead* under a resulting TO award (e.g., an order set-aside for small business). A team member receiving such a direct award may utilize other BPA CTA team members on the BPA if allowed by the BPA CTA Agreement, and, in the case of a small business set-aside, those other CTA members being named as awardees in the TO are also small businesses. CTAs that include members outside the established BPA Level CTAs are not permitted to be formed at the TO Level. This does not preclude a BPA CTA member or any other contractor from performing as a subcontractor for *any* BPA team. A BPA CTA member performing as a subcontractor for another BPA team is not considered cross teaming as the government does have privity of contract with subcontractors.

Regardless, the BPA Team Lead will be solely responsible for developing and submitting quotes and the TO Team Lead will be solely responsible for submitting invoices for work performed by the team.

When quoting on task orders, CTA's must clearly distinguish the dollar value and specific performance amongst CTA team members being quoted.

To further illustrate the proper use of CTA members versus subcontractors see the examples below (any names resembling real companies is not intentional as they are being used for example purposes only).

### Example 1: Subcontracting to another GSA MAS Holder

#### Assumptions

- BPA CTA consists of the following companies:
- "Big Dawg"-Large Business BPA Level Team Lead
- "Umdibob"-Small business
- "Whizbang"-Small business
- TO is NOT set aside for small business
- TO level Team Lead will be Umdibob

BPA Level Team Lead Big Dawg submits the quote on the TO (as all quotes MUST be from the BPA Level Team Lead). Big Dawg specifies in the quote that Umdibob will be *TO Level* team lead for 60% of the work, Whizbang for 20% and Big Dawg at 20%. However, Umdibob needs to subcontract out a portion of its 60%. The quote shows that Umdibob will subcontract to Company X who happens to be a FABS GSA Schedule holder. However, because Company X is operating as a “subcontractor” under Umdibob, those prices can be no higher than Umdibob’s discounted prices quoted in the TO. Company X must map its prices through Umdibob’s BPA CLIN prices, not Company X’s. The next question would be why not just form a new CTA specific to this TO to include company X and avoid this potentially confusing “subcontracting” scenario? This would not be allowed as Company X was NOT a member established in the BPA CTA. As stated earlier, forming a new CTA at the TO level that includes members outside the established BPA Level CTA is not permitted.

### **Example 2: Subcontracting to a CTA member on an order Set-Aside for Small Business**

#### Assumptions

- BPA CTA consists of the following companies:
- “Big Dawg”-Large Business BPA Level Team Lead
- “Umdibob”-Small business
- “Whizbang”-Small business
- TO IS set aside for small business
- TO level Team Lead will be Whizbang

Order RFQ is issued as a set-aside for small business. In accordance with the BPA quoting instructions for small business set-asides, Big Dawg submits a cover letter in response to the quote. The cover letter states Big Dawg will not be performing as a CTA member on this TO and refers to the quote from the named Small business TO Level Team Lead (Whizbang). Whizbang’s quote details how it will be responsible for 75% and Umdibob (another small business CTA member) for 25% of the work. Whizbang needs to subcontract out a small portion of its share of the work (e.g., about 15% worth). It subcontracts that work to Big Dawg. Even though Big Dawg is not only a CTA member, but happens to be the BPA CTA team lead, the same conditions for subcontracting apply as shown in example number 1 above. The BPA CLIN prices utilized must be those of Whizbang’s discounted prices as Big Dawg CANNOT perform as a CTA member (the TO is set-aside for small business), but CAN perform as Whizbang’s subcontractor (within the limits of FAR [52.219-14](#) Limitations on subcontracting of course).

When a company is performing as a subcontractor (whether they hold a MAS Contract or not, whether they are a BPA CTA member or not) must map through the discounted BPA CLIN prices of the BPA Holder they are subcontracting under, not their own.

In regards BPA modifications, only the BPA Level Team Lead has the authority to bind the team for any bi-lateral BPA level modifications.

## **7.0 APPLICATION OF AGGREGATE PRICING DISCOUNTS**

Aggregate spend through the BPA will be reviewed annually beginning one year after award of the BPA. As appropriate, discounts will be applied to the BPA prospectively – not retroactively, and the BPA will be modified unilaterally by the GSA BPA Contracting Officer, reissued, and published on GSA's Strategic Sourcing web based resources. Aggregate spend discounts will be based on the government's overall spend through the BPA and applies to all CTA members on the Team.

## **8.0 BPA CANCELLATION**

The government may cancel this BPA by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. BPA cancellation does not release the BPA contractor from the duty to continue TO performance on existing orders. Ongoing orders continue in accordance with their own period of performance, even if the BPA is cancelled. Termination procedures for TO's are addressed in the underlying Schedule contract.

## **9.0 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

CPARS reports on orders will be conducted by the Ordering Contracting Officer, or designated representative of the Contracting Officer. CPARS reports will not be conducted at the BPA level given BPAs are not funded.

## **10.0 DIRECTION**

The BPA Contractor, its employees, and subcontractors/consultants are not authorized to accept any instructions, interpretations, or requests for work; honor any changes or revisions which may incur expenditures or affect price; or take actions which affect the terms of performance or any other requirements of the BPAs and associated TOs unless authorized by the BPA Contracting Officer for BPA issues and the Ordering Contracting Officer for TOs.

## **11.0 [FAR 52.204-2 SECURITY REQUIREMENTS \(AUG 1996\)](#)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M); and



(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

### **12.0 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

### **13.0 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public

Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**14.0 FAR 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**15.0 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (JULY 2013)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, as revised by OMB Memorandum M-1 3-15, Extension of Policy to Provide Accelerated Payment to Small Business Subcontractors, dated July 11, 2013. (a) Upon receipt of accelerated payments from the government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor. (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns. (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**16.0 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of government data, the Contractor shall afford the government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

If new or unanticipated threats or hazards are discovered by either the government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

**17.0 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This BPA 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 these addresses.

Federal Acquisition Regulation: <https://www.acquisition.gov/far/>

FAR Clause	Title	Date
<a href="#">52.217-8</a>	OPTION TO EXTEND SERVICES Fill-ins: Thirty (30) days	NOV 1999
GSAM Clause	Title	Date
<a href="#">552.203-71</a>	RESTRICTION ON ADVERTISING	SEP 1999
<a href="#">552.215-70</a>	EXAMINATION OF RECORDS BY GSA	FEB 1996
<a href="#">552.239.70</a>	INFORMATION TECHNOLOGY SECURITY PLAN AND SECURITY AUTHORIZATION	JUN 2011
<a href="#">552.239-71</a>	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	JAN 2012
<a href="#">552.252-6</a>	AUTHORIZED DEVIATIONS IN CLAUSES (Deviation to FAR 52.252-6)	SEP 1999

## Part 2 - Pricing

### 1.0 BPA PRICES

Pricing for services provided herein is detailed in Attachment 1 of the BPA **[incorporated at time of award]**.

Pricing is effective through **(incorporated at time of award)**.

### 2.0 TRAVEL

#### 2.0.1 Travel: Time and Materials (T&M) or Labor Hour (LH) Orders

All travel costs associated with the performance of specific T&M/LH TOs will be reimbursed in accordance with the Federal Travel Regulations (FTR). Costs incurred for transportation and per diem (lodging, meals and incidental expenses) will be billed in accordance with the regulatory implementation of Public Law 99-234, [FAR 31.205-46](#) Travel Costs, and the Contractor's cost accounting system. These costs are directly reimbursable by the ordering agency if specifically authorized in the order.

The Contractor shall notify the ordering Contracting Officer in the quote of the requirement for reimbursement of transportation and per diem expenses, prior to traveling. As such, the order shall include a "not to exceed" limit on these quoted costs. The government shall NOT be charged G&A fees for any travel, unless other procedures are specified in the underlying GSA MAS contract. Any travel arrangement costs such as direct labor hours from a MAS contract labor category (e.g., administrative assistant for X hours to arrange travel) or indirect costs (to be stated in a fixed amount in accordance with FAR [52.212-4 Alt I \(i\)\(1\)\(ii\)\(D\)\(2\)](#) (e.g., booking fee of \$X per airline ticket) must be clearly detailed in each order quote to be considered for reimbursement at the order level.

Contractors will be reimbursed only for authorized and approved incurred travel costs at or below the "not to exceed" amount specified in the order.

#### 2.0.2 Travel: Firm Fixed Price Orders

The Ordering Contracting Officer may either treat travel as a reimbursable expense - in which case the procedures at paragraph Part 2, 2.0.1 apply OR the Ordering Contracting Officer may allow travel to be included in the lump sum quote for a firm fixed price order. In this case, fair and reasonable pricing determination may be based on competition amongst firm fixed price quotes (rather than the FTR). For example, a Contractor may decide to quote firm fixed price travel expenses equating to *less* than that allowed by the FTR in order to be more price competitive.

### **3.0 ESTIMATED VALUE**

Pursuant to FAR 8.405-3(a)(4), at the time of award, the government estimates the total five year value of BPA obligations to be \$500 million. The requirement to provide a detailed agency accounting for estimated usage has been appropriately waived.

Estimated value is not a ceiling and is provided for planning purposes only. The accumulated value of TOs issued under these BPAs may exceed this amount without modification to the BPA.

### **4.0 FALSE CLAIMS ACT**

Contractors are reminded that they are subject to the False Claims Act and all its penalties for submitting incorrect information in relation to an order (e.g. pricing that does not accurately correspond to their awarded Schedule and/or BPA CLIN pricing).

## Part 3 - Statement of Work

### 1.0 DEFINITIONS

*Credit Monitoring* is defined as the process of monitoring credit history in order to detect any suspicious activity or changes.

*Cyber incident* is defined as actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on a protected contractor information system and/or the protected information residing therein.

*Data Breach* is defined as an incident in which personally identifiable information or protected health information has potentially been viewed, stolen or used by an individual unauthorized to do so. As defined in OMB M-07-16, breach includes the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information whether physical or electronic.

*Days* unless otherwise specified, represent calendar days.

*Data cleanse* is defined as the process of detecting and correcting (or removing) corrupt or inaccurate records from a record set, table, or database. Used mainly in databases, the term refers to identifying incomplete, incorrect, inaccurate, irrelevant, parts of the data and then replacing, modifying, or deleting this dirty data or coarse data.

*Identity protection* is defined as establishing appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience or unfairness to any individual on whom information is maintained.

*Impacted Individuals* will be defined in each Task Order.

*Personally Identifiable Information (PII)*. This term, as defined in OMB Memorandum M-07-16,<sup>4</sup> refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it demands 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-PII can become PII whenever additional information is made publicly available — in any medium and from

any source — that, when combined with other available information, could be used to identify an individual.

*Protected contractor information system* is defined as an information system that is owned or operated by or for a contractor and that processes, stores, or transmits protected information.

*Protected information* is defined as information provided to the contractor by or on behalf of U.S. Federal Government or provided by impacted individuals in connection with the performance of the contract; or collected, received, transmitted, developed, used or stored by or on behalf of the Contractor in support of the performance of the contract.

*Protected Health Information (PHI)* is defined in detail by [45 C.F.R. 160.103](#) as:

*Health information* means any information, including genetic information, whether oral or recorded in any form or medium, that:

(1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

## **2.0 GENERAL REQUIREMENTS**

All Contractor personnel with access to protected information shall be a U.S. citizen or be a Legal Permanent Resident of the U.S. and have a favorable National Agency Check (NAC).

### **2.1 Non-Personal Services**

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately.



## **2.2 Business Relations**

The Contractor shall successfully integrate and coordinate all activities needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall ensure customer satisfaction and professional and ethical behavior of all Contractor personnel.

## **2.3 BPA and Order Administration and Management**

The following subsections specify requirements for BPA/order management, and personnel administration.

### **2.3.1 BPA and Order Management**

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the BPA and orders thereto.

### **2.3.2 BPA and Order Administration**

The Contractor shall establish processes and assign appropriate resources to effectively administer the BPA and orders thereto. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact between the Government and Contractor personnel assigned to support the BPA and subsequent orders. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on orders as appropriate.

### **2.3.3 Personnel Administration**

The Contractor shall provide the following management and support, as required, in the performance of work ordered under the BPA. The Contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The Contractor shall maintain the qualifications of their employees by providing initial and refresher training as required to meet TO requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide necessary infrastructure to support contract requirements. The Contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

## **2.4 Subcontract Management**

The Contractor shall be responsible for any subcontract management necessary to integrate work performed under the BPA and shall be responsible and accountable for

subcontractor performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. For individual orders, Contractors may utilize subcontractors after notification to the Ordering Contracting Officer or authorized Contracting Officer Representative. The Contractor shall ensure that all requirements of the BPA and TO are flowed down to all subcontracts (including all subcontractors' subcontractors, at all levels).

## **2.5 Contractor Personnel, Disciplines, and Specialties**

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the BPA and orders there under.

## **2.6 Location**

The place of performance shall be in the United States (U.S.). All protected information shall reside and remain in the U.S. The call center shall be located in the U.S.; however, it shall be accessible by impacted individuals worldwide.

## **2.7 Security**

### **2.7.1 The Contractor shall meet all Government security requirements at time of RFQ proposal submission.**

The Contractor shall protect, secure, and encrypt protected information in accordance with:

- a) NIST-SP-800-171
- b) NIST SP-800-53-REV4 Appendix J; and
- c) In addition to the requirement in NIST SP 800-171, 3.5.3, to use multifactor authentication for access to a protected contractor information system, the Contractor shall provide for multi-factor authentication to the protected contractor information system for impacted individuals. Use of single-factor authentication is only permitted in individual cases for impacted individuals who are not capable of supporting a multifactor authentication (e.g. does not have access to a personal computer or cell phone).

The Contractor shall perform in accordance with the System Security Plan attached to this BPA as submitted in its quote (**Attachment XX**). The Contractor shall update its System Security Plan, as required, with any needed security or technical corrections, or upon a security relevant change and provide the updated plan to the Government for review (Revised System Security Plan). The System Security Plan and any revisions shall meet the requirements of:

- a) NIST-SP-800-171;
- b) NIST-SP-800-53 REV4 (PL 2, PL 7, PL 8), and,
- c) NIST-SP-800-18.

The Contractor shall provide information security continuous monitoring data of its systems to the Government in accordance with NIST-SP-800-137, on a weekly basis. (Deliverable: Continuous Monitoring Data).

The Contractor shall support security onsite inspections by the Government at any location where protected information is collected, stored or used. The Contractor shall provide the Government personnel network drops, conference room for briefings, most recent and historical network data (e.g., configuration, vulnerability scans) and appropriate network monitoring tools used by contractor. Appropriate Contractor personnel supporting the inspection shall be available at the Contractor's worksite. When the Contractor discovers a cyber-incident that affects a protected contractor information system or the protected information residing therein, or that affects the contractor's ability to perform the requirements of the contract, the Contractor shall—

(a) Conduct a review for evidence of compromise of protected information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing protected contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised protected information, or that affect the Contractor's ability to perform the requirements of the contract; and

(b) Rapidly report cyber incidents to: (to be identified in the agency TO)

(c) *Cyber incident report*. The cyber incident report shall include, at a minimum, the required elements at (to be identified in the agency TO).

(d) *Medium assurance certificate requirement*. In order to report cyber incidents, the Contractor or subcontractor shall have or acquire a (to be identified in the agency TO) medium assurance certificate to report cyber incidents. For information on obtaining a (to be identified in the agency TO) medium assurance certificate, see (website to be identified in the agency TO).

## **2.7.2 Inspection of Contractor Facilities**

The Government reserves the right to inspect and validate facilities, protocols, and processes for compliance. If the Government determines the facilities, protocols or processes do not meet security requirements, Contractor shall provide a plan within 3 calendar days for Government approval to achieve compliance.

## 2.8 Privacy

### **2.8.1 Contractor shall meet all Government privacy requirements at time of RFQ proposal submission.**

The Contractor shall protect, secure, and encrypt protected information in accordance with:

- a. NIST-SP-800-171
- b. NIST SP-800-53-REV4 Appendix J
- c. NIST SP 800-88
- d. Privacy Act 1974, and
- e. Federal OMB privacy policies ([www.whitehouse.gov/omb/privacy\\_general](http://www.whitehouse.gov/omb/privacy_general)) and any other Agency's policies or directives identified in the individual TOs.

The Contractor shall only use protected information for the purpose for which it was provided.

Protected information shall not:

- a. Be shared with any other entity except for subcontractors under the agreement, unless expressly authorized by the impacted individual
- b. Be used for marketing of any kind
- c. Be sold or transferred unless approved in writing by the Ordering Contracting Officer

The Contractor shall limit access to protected information to only those employees requiring access to the information to perform the contract and that trained, to include privacy awareness training, and authorized by the Contractor, unless expressly authorized by the impacted individual.

The Contractor shall notify the Government in the event of any suspected or confirmed compromise of protected information within 1 hour of discovery of the incident.

Upon completion of the contract the Contractor shall conduct sanitization and destruction of all protected information, except for information needed for pending and on-going restoration claims. Any sanitization or destruction of information shall be done in accordance with NIST-SP-800-171 and NIST 800-88. Within 30 days after the end of the performance period, the Contractor shall provide notification to the Contracting Officer. The notification shall include a description of the information that will be destroyed, as well as, a description of the information required for completion of pending/on-going restoration claims. The Contractor shall not destroy any information without written approval from the Contracting Officer. The Contractor shall certify to the destruction of all protected information no more than 30 days after receiving written

approval from the Contracting Officer, with the exception of information needed for pending and on-going restoration claims.

## **2.8.2 Inspection of Contractor Facilities**

The Government reserves the right to inspect and validate facilities, protocols, and processes for compliance. If the Government determines the facilities, protocols or processes do not meet privacy requirements, Contractor shall provide a plan within 3 calendar days for Government approval to achieve compliance.

## **3.0 PERFORMANCE REQUIREMENTS**

Performance requirements stipulated hereunder are minimum standards the Contractor shall provide to ordering offices. Ordering activities may tailor these requirements, but in no case – if ordered – can minimum standards be waived unless approved by the BPA Contracting Officer.

### **3.1 Risk Assessment and Mitigation Services (SIN 520-17) (CLIN 001)**

Risk assessment and mitigation services include but are not limited to the following:

- Documentation of disclosure responsibilities for PII and PHI type information
- Deployment of risk assessment and mitigation strategies and techniques
- Improvement of capabilities through the reduction, identification, and mitigation of risks
- Detailed risk statements, risk explanations and mitigation recommendations
- Design and development of new business applications, processes, and procedures in response to risk assessments
- Ensuring compliance with governance and regulatory requirements
- Evaluation of threats and vulnerabilities to the protection PII and PHI type of information
- Training of government personnel on how to prevent data breaches and identity theft
- Information assurance of PII and PHI type information
- Vulnerability assessments
- Privacy impact and policy assessments
- Review and creation of privacy and safeguarding policies
- Prioritization of threats
- Maintenance and demonstration of compliance
- Evaluation and analysis of internal controls critical to the detection and elimination of weaknesses to the protection of PII and PHI type of information

#### **Performance Standards**

- a) Standard: Addresses all program areas as ordered
- b) Standard: Reports provided as required in individual orders
- c) Standard: Data is usable for analysis

d) Standard: Format requested in individual orders

**Deliverables**

As required in individual orders.

**3.2 Independent Risk Analysis Services (SIN 520-18) (CLIN 002)**

**3.2.1 Independent risk analysis services.**

Review all information compromised by a data breach for trends and unusual patterns. The circumstances surrounding the breach are investigated to determine whether it appears to be incidental, accidental, or targeted. The breached data itself is analyzed to determine if there is any current evidence of organized misuse.

Provide reports to the ordering agency that include aggregate information about responses in order to allow the ordering agency the ability to quickly address questions from the media and/or brief Congress on breach.

**Performance Standards**

- a) Standard: Addresses all program areas
- b) Standard: Initial report provided 30 days after notification and quarterly thereafter
- c) Standard: Data is usable for analysis
- d) Standard: Format requested in individual orders

**Deliverables**

Independent Risk Analysis Report

**3.3 Data Breach Analysis Services (SINs 520-19) and Business Information Services (SIN 520-16) (CLIN 003 and CLIN 003A)**

**3.3.1 The Contractor shall establish a dedicated, branded website for impacted individuals to enroll themselves and access all data breach recovery services. The Government may require the site to link with a .gov web page.**

**Performance Standards**

- a) Standard: 508 compliant
- b) Standard: IAW NIST-SP-800-171
- c) Standard: Website shall be accessible on major commercial browsers d) Standard: Fully operational in advance of notification to impacted individuals
- e) Standard: 99.99% operational
- f) Standard: multi-factor authentication for impacted individuals

**3.3.2 The Contractor shall establish Call Center Services.**

**Performance Standards**

- a) Standard: Operational prior to notification of impacted individuals

- b) Standard: Located in the U.S.
- d) Standard: English and Spanish, or as otherwise indicated at the TO level
- e) Standard: Dedicated U.S. toll-free telephone number
- f) Standard: 508 compliant
- g) Standard: Free international telephone access
- h) Standard: Use Call Center FAQs provided by the U.S. Government; updated FAQs shall be used upon receipt

**3.3.3 The Contractor shall respond to queries, enrollments, and requests for use of provided services from impacted individuals.**

**Performance Standards**

- a) Standard: Wait times not to exceed 15 minutes before human assistance is rendered
- b) Standard: Average wait time shall not exceed 10 minutes
- c) Standard: Maintain daily call log
- d) Standard: Call Center hours to be defined in Task Orders

**Deliverables**

Call Logs (including number of calls, wait time, length, dropped calls)

**3.3.3.1 The Contractor shall connect impacted individuals to designated Identity Restoration Services and Identity Theft Insurance Services.**

**Performance Standards**

- a) Standard: On-going basis
- b) Standard: Initiation of the process for use of the Identity Restoration Service or Identity Theft Insurance Services shall occur within 15 minutes of connection

**3.3.3.2 The Contractor shall forward and present special requests or issues collected from impacted individuals to the Government for further consideration.**

Special requests or issues include, but are not limited to, those requests or issues from impacted individuals who have not been provided the necessary level of information from the Contractor. This list shall also include repeated questions from impacted individuals that are not covered in the FAQs.

**Performance Standards**

- a) Standard: Daily

**Deliverables**

Special requests or issues list

### **3.3.4 Notification**

#### **3.3.4.1 The Contractor shall intake, review, and data cleanse PII Government Furnished data set.**

Intake, review, and data cleanse of PII includes but not limited to review of national change of address (NCOA).

##### **3.3.4.1.1 The Contractor shall deduplicate the data cleansed list and provide duplicative data list and final notification list for approval by the Government.**

Deduplication of data is the removal of repetitive information for the same individual.

#### Performance Standards

- a) Standard: 99% of records are accurate
- b) Standard: Completed within 7 days calendar days in receipt of data
- c) Standard: FORMAT: XML or CSV

#### Deliverables

Duplicate List (names removed during the deduplication process)  
Final List

#### **3.3.4.2 The Contractor shall review Government furnished language and make recommendations to the Government.**

Government furnished language includes but is not limited to letters, email, and FAQ.

#### Performance Standards

- a) Standard: Within one (1) calendar day
- b) Standard: Same format provided by the Government

#### Deliverables

Recommendations (same format provided by Government)

#### **3.3.4.3 The Contractor shall prepare mail and/or email notifications for all impacted individuals upon approval of the Final List by the Government.**

The notification shall contain a unique .gov website link provided by the Government. The .gov website will contain a direct link to the contractor's website established for the services required.

#### Performance Standards

- a) Standard: Government approved content and format
- b) Standard: Ability to maintain or regenerate a copy of the notifications distributed to impacted individuals



#### **3.3.4.4 The Contractor shall distribute notifications to impacted individuals.**

The contractor shall distribute notification in alphabetical order. The Contractor shall establish a unique P.O. Box return address for distributed mail. The return address shall contain an OPM identifier.

##### **Performance Standards**

- a) Standard: Distribute within (5 calendar days)
- b) Standard: U.S. Mail, or if also required by the Government, email from a .gov domain

#### **3.3.4.4.1 The Contractor shall return a list of failed notifications to the Government.**

##### **Performance Standards**

- a) Standard: No less than 14 days after all notifications have been sent
- b) Standard: On-going basis, recurring as necessary

##### **Deliverables**

Fail notification list

#### **3.3.4.4.2 The Contractor shall redistribute previously failed notifications to impacted individuals.**

##### **Performance Standards**

- a) Standard: Distribute within (five (5) calendar days) after receiving additional identifying information from the Government

#### **3.3.4.4.3 The Contractor shall respond to queries, enrollments, and requests for use of provided services from impacted individuals.**

The Contractor shall authenticate the identity of impacted individuals who desire to enroll using the data provided by the Government. Once authenticated, impacted individuals may enroll themselves. Impacted individuals who opt to use the call center may be able to authenticate their eligibility via touchtone phone prior to advancing to a call center attendant. Contractor shall have an automated recording protocol that accommodates all callers, including addressing instances where individuals are not eligible for the services.

#### **3.3.5 Identity Support Services provided to Impacted Individuals**

The Contractor shall provide impacted individuals the following services for the period specified in the task orders.

### **3.3.5.1. Credit monitoring of credit reports at all three national credit reporting agencies (i.e., Experian, Equifax, and TransUnion).**

Upon enrollment, the Contractor shall provide credit monitoring of credit reports from Experian, Equifax and TransUnion. The Contractor shall provide monitoring of credit reports from all three credit bureaus and monitoring alerts for changes to credit reports.

#### **Performance Standards**

- a) Standard: Identify changes in credit reports
- b) Standard: Identify and notify impacted individuals of findings or changes no later than 24 hours after occurrence
- c) Standard: On-going basis

### **3.3.5.2 Credit reports provided from all three national credit reporting agencies.**

The Contractor shall obtain and make available to enrolled individuals, credit reports from all three national credit reporting agencies (i.e., Experian, Equifax, and TransUnion).

#### **Performance Standards**

- a) Standard: Initial credit report for impacted individuals shall be made available within 48 hours of enrollment into credit monitoring services
- b) Standard: Subsequent reports will be made available in accordance with the Fair Credit Reporting Act
- c) Standard: In accordance with Federal and applicable State Laws

### **3.3.3.6 Identity Monitoring**

The Contractor shall provide identity monitoring services for enrolled individuals. Identity monitoring services includes, but is not limited to monitoring of the Internet and monitoring of database sources including criminal records, arrest records, court records, pay day loan, bank accounts, check databases, sex offender, change of address, and social security number trace.

#### **Performance Standards**

- a) Standard: 24 hours a day, 7 days a week
- b) Standard: Identify and notify impacted individuals of findings or changes no later than 24 hours after occurrence

### **3.3.6.1 The Contractor shall provide Identity Theft Insurance for all impacted individuals.**

The Contractor shall provide identity theft insurance to impacted individuals. The scope of this coverage includes all claims submitted on or prior to (to be defined in Task Orders).

**Performance Standards**

- a) Standard: In accordance with the terms of the insurance agreement (submitted with proposal and included as (incorporated at time of award).
- b) Standard: Up to \$1 million per impacted individual, with no deductible. The benefits of this insurance shall include, at a minimum, coverage of: lost wages, travel expenses, elder care and child care, initial legal consultation, and any other expenses specifically tied to the identity restoration.

**3.3.6.2 The Contractor shall provide identity restoration services for all impacted individuals.**

The Contractor shall provide identity restoration services to impacted individuals. The scope of this coverage includes any identity theft claim submitted within the period of performance of the order to restore the identity to the pre-compromised state. The contractor shall assign an individual case manager to work with the impacted individual requiring identity restoration services to restore the identity to the pre-compromised state. The Contractor shall offer the option of working under the authority of a Limited Power of Attorney, when required. These services shall include, but not be limited to, counseling, investigation, and resolving identity theft issues.

**Performance Standards**

- a) Standard: On-going basis
- b) Standard: Assign a case manager who will contact the impacted individual within the time specified in individual orders

**3.4 Business Information Services (SIN 520-16) (CLIN 003A)**

Business information services may be provided as a standalone service to include electronic and non-electronic transmission (excluding voice communication) of Consumer Credit Reports, Address Verification Reports, Skip Location Reports, Public Information, Domestic Business Profile, International Business Profile, Mortgage Reports, Supplemental Credit Reference Reports, Bond Rating, Managed Fund Rating, Institutional Ranking, Data Processing (credit/financial) Credit Scoring, Merged Credit Files, Credit Risk Assessment and Miscellaneous Business Information (BIS) Services. Additionally, services may include computer software intended for BIS use and customization of reports.

**3.5 Comprehensive Protection Solutions (SIN 520-20) (CLIN 004)**

Comprehensive Protection Solutions allows for customized solutions that integrate the services found under SINs 520-16 Business Information, 520-17 Risk Assessment and Mitigation Services, 520-18 Independent Risk Analysis and 520-19 Data Breach Analysis. This SIN CANNOT be used to fulfill requirements that only fall within the scope of one of the other four SINs. It may only be used to fulfill agency requirements that span across multiple SINs.

### 3.6 Reports

#### 3.6.1 The Contractor shall provide reporting as defined in the Task Order. An example reporting requirement is provided below.

The contractor shall provide a Status Report to accurately reflect the status of:

1. Contractor Website Services, to include:
  - a. Operational Status of the website established for impacted individuals under this TO summarized in minutes (reporting period identified in order and cumulative)
  - b. Number of times accessed (reporting period identified in order and cumulative)
  - c. Number of enrollments in services by website (reporting period identified in order and cumulative)
  - d. Description of any events related to inoperability of website including remedy and plans to prevent future occurrence (reporting period only)
  - e. Customer feedback provided through website (reporting period only)
2. Call Center Services, to include:
  - a. Operational Status of the call center established for impacted individuals under this TO summarized in minutes (reporting period and cumulative)
  - b. Number of calls received (reporting period identified in order and cumulative)
  - c. Number of calls dropped (reporting period identified in order and cumulative)
  - d. Number of enrollments by call center (reporting period identified in order and cumulative)
  - e. Summary of performance against standards established for call center including remedy and plans to prevent future occurrence if standard is not met (reporting period only)
  - f. Customer feedback provided through call center (reporting period only)
3. Notification Services, to include:
  - a. Delivery status of all TO Government Furnished Information
  - b. Status of data cleanse with estimated completion date
  - c. Status of deduplication of data with estimated/actual completion date
  - d. Estimated number of impacted individuals
  - e. Total number of notifications planned to be sent via mail
  - f. Total number of notifications mailed by contractor
  - g. Total number of returned mail notifications
  - h. Total number of redistributed mail notifications after being returned
  - i. Total number of notifications sent via email (.gov email)
  - j. Total number of returned notifications via email (.gov email)
  - k. Total number of redistributed notifications via email after being returned

4. Services Provided Summary (report period and cumulative):
  - a. Number of impacted individuals who enrolled in services
    - i. Credit monitoring
      1. Number of impacted individuals enrolled
      2. Number of individuals to whom credit reports from all three National credit reporting agencies have been made available
      3. Number of individuals that were notified of suspicious activity
      4. Number of individuals that confirmed activity was suspicious
    - ii. Identity monitoring
      1. Number of impacted individuals enrolled
      2. Number of individuals that were notified of suspicious activity
        - a. Provide the location of suspicious activity (i.e. internet or specific monitored database)
      3. Number of individuals that confirmed activity was suspicious
        - a. Provide the location of suspicious activity (i.e. internet or specific monitored database)
    - iii. Identity theft insurance
      1. Number of individuals requesting identity theft insurance services
      2. Status of claims submitted
        - a. Number of open claims
        - b. Number of closed claims
        - c. Total value of insurance claims submitted by impacted individuals
        - d. Total value of insurance expenses paid to impacted individuals (both open/closed claims)
        - e. Total amount of insurance payments to individuals with closed claims
        - f. Types of claims submitted (e.g., lost wages, travel expenses)
      3. Description of services rendered against Performance Standards
    - iv. Identity restoration services
      1. Number of impacted individuals requesting identity restoration services
      2. Status of claims submitted
        - a. Number of open identity restoration cases
        - b. Number of closed identity restoration cases
        - c. Type and quantity of services rendered to restore identity

### 3. Description of services rendered against Performance Standards

#### Performance Standards

- a) Standard:  
As identified in Order
- b) Standard: Contractor generated format, subject to approval and feedback of Government
- c) Standard: Format: .XML or CSV
- d) Reports shall clearly state the period start and end date/time of data contained in report

#### Deliverables

Status Report

## 4 SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following subsections provide details of various considerations on this effort.

### 4.1 508 Compliance

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies acquiring Electronic and Information Technology (EIT) to ensure that Federal employees and members of the public with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees and members of the public who are not individuals with disabilities.

All EIT used, or procured as ancillary products or services, under this BPA must meet the following [36 CFR 1194](#) accessibility standards.

- [1194.21](#) - Software Applications and Operating Systems
- [1194.22](#) - Web Based Intranet and Internet Information and Applications
- [1194.23](#) - Telecommunications Products
- [1194.24](#) - Video and Multimedia Products
- [1194.25](#) - Self-contained, Closed Products
- [1194.26](#) - Desktop and Portable Computers
- [1194.31](#) - Functional Performance Criteria

The full text of the accessibility standards is available at: <http://www.access-board.gov/>

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device(s), but merely require that the EIT be compatible with such software and device(s) so that it can be made accessible if so required in the future.

## 4.2 Data Safeguards and Disposal

Safely store and protect from unauthorized disclosure and destruction, either direct or as a result of negligence, data collected for the affected individuals during the designated time frame. At the conclusion of the last enrollee's period of monitoring period, purge all PII provided by the ordering agency to the Contractor, including any backed-up data and any other PII or PHI held by the Contractor pursuant to this agreement. Certify in writing the date information was deleted and method used for deletion. All PII or PHI will be maintained, handled, disclosed, and disposed of in accordance with the Privacy Act of 1974, 5 U.S.C. 552a and Public Law 107-347 titled E-Government Act of 2002 and the Federal Records Act.

Contractors shall guarantee strict confidentiality of the information/data that is provided by the government during the performance of this BPA and all orders under it. Failure to comply with this requirement may result in legal and or criminal infraction.

The government has determined that the information/data that the Contractor will be provided during the performance of this effort is of a sensitive nature and the Contractor is explicitly required to notify the agency of any subpoena, court order or other third-party request for the Government's records (e.g., any individual e-mail addresses or other nonpublic information that may have been given to or generated by the Contractor in performing work under the BPA).

The Contractor, in whole or in part, can only disclose or disseminate the information/data, after the contractor receives prior written approval from the Contracting Officer. Whenever the contractor is uncertain with regard to the proper handling of information/data under this effort, the contractor shall obtain a written determination from the Contracting Officer.

Contractor personnel assigned to the performance work are required to certify that all employees hired for the resultant task have employment background checks in compliance with the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681 dated September 2012.

If at any time during performance of this BPA, or orders awarded there under, contractor personnel are deemed a security risk, the contractor will be responsible for immediate removal from performance under the BPA and replacement of acceptable personnel with notification immediately provided to the ordering agency.

Upon removal or completion, contractor personnel shall immediately return any facility access materials/passes to the Ordering Contracting Officer.

The Contractor agrees to assume responsibility for protecting the confidentiality of government records, which are not public information. Each contractor, employee of the contractor, or contractor subcontractor or partner to whom information may be made available or disclosed shall be notified in writing by the contractor that such information

may be disclosed or disseminated only for a purpose and to the extent authorized herein.

Any request for inter-agency sharing of information about individuals shall comply with OMB M-01-05, [http://www.whitehouse.gov/omb/memoranda\\_m01-05/](http://www.whitehouse.gov/omb/memoranda_m01-05/) .

The Contractor shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum Federal standards. The Contractor must also explain and certify that its subcontractor(s) or partners will adhere to the same minimum Federal standards when working with sensitive data. Additionally, the Contractor shall not use the information for any purpose other than contacting the affected individual. Any type of marketing, up-selling, after marketing, or soliciting of any individuals is prohibited.

Services provided shall be performed in accordance with applicable Federal laws and policies including the Identity Theft and Assumption Deterrence Act, as amended by Public Law 105-318, 112 Statute 3007 (Oct. 30, 1998), and implemented by [18 U.S.C. § 1028](#).

Contractors are required to adhere to all applicable OMB guidance, including any policies issued during the term of this BPA. This includes any updates to OMB M-07-16 and OMB M-06-19.

#### **4.3 Prohibition on Relations with the Enemy**

- a. The Contractor shall exercise due diligence to ensure that none of the funds or data received under this contract are provided directly or indirectly to a person or entity who is actively opposing the United States.
- b. The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).
- c. The Head of the Contracting Activity (HCA) for orders issued against this BPA has the authority to terminate the TO for cause, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) herein; in whole or in part, if the HCA determines in writing that any funds or data received under the TOs thereto have been provided directly or indirectly to a person or entity who is actively opposing the United States or to a person or entity listed as a prohibited/restricted source in SAM at [www.sam.gov](http://www.sam.gov).

#### **5.0 DELIVERABLES**



Task order deliverables must meet professional standards and all requirements set forth in individual orders.

The Contractor shall treat all TO deliverables as the property of the U.S. Government of which the ordering agency and its designated officials have unlimited use. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the express permission of the Ordering Contracting Officer or designee.

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive government information, such as PII or PHI, that was created, obtained, or provided during the performance of the order. It is acceptable to list the names, titles and contact information for the Ordering Contracting Officer, or other ordering agency personnel associated with the administration of the order in the invoices as needed.

The Ordering Contracting Officer's approval is required prior to engaging in any contractual relationship in support of any order requiring the disclosure of information, documentary material and/or records generated under, or relating to, work performed under this BPA. The Contractor (and its sub-contractor, partners, etc.) is required to abide by government and individual ordering agency guidance for protecting sensitive and protected information.

## **6.0 CONTRACTOR POST AWARD DATA INCIDENT REPORTING PROCEDURES**

The Contractor must report ALL incidents involving PII and/or PHI to the ordering agency designated official within one (1) hour of the initial discovery. This includes all incidents involving personally identifiable information in electronic or physical form and should not distinguish between suspected and confirmed breaches.

If during performance of TOs awarded under the terms of this BPA the Contractor suffers a suspected and/or actual loss or compromise of PII or PHI, the Contractor is required to provide a written report to the designated ordering agency official within 24 hours of a suspected and/or actual loss or compromise of PII or PHI containing the following information:

- a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.

- e. Contractor's assessment of the likelihood that the information compromised can be recovered.
- f. Names of person(s) involved, including victim, Contractor employee/sub-contractor and any witnesses.
- g. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
- h. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- i. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

The Contractor must cooperate with the designated ordering agency or other designated government agency inquiries into the suspected loss or compromise of PII and PHI. This includes meeting the designated agency's data breach incident reporting requirements.

At the government's discretion, the Contractor's employees (or affiliated partners or subcontractors) may be identified as no longer eligible to access PII and PHI or to work on that contract based on their actions related to the loss or compromise of PII and PHI.

Additional requirements pertaining to data remediation may be required at the TO level.

## **7.0 GOVERNMENT PROVIDED INFORMATION**

As required and applicable, for each TO the Contractor will be provided with:

- A list of the names of all individuals affected who are eligible for identity theft services.
- A list of the names of affected individuals to whom notices must be mailed or emailed by the Contractor, with mailing addresses and/or email addresses provided, if known. The ordering office issuing the TO will define method of notification and content of notification.
- Additional PII about affected individuals whose addresses are not known or for whom notification by mail or email has failed.
- Additional notification by certified or registered mail will be made to affected individuals for which a PIN number has not been claimed within two weeks

- Any information that pertains to PII and PHI will be held to the same standards as Federally Mandated in the Privacy Act of 1974, the E-Government Act of 2002, Federal Information Security Management Act, and related Federal laws, regulations, and policies.

## Part 4 - Ordering Guide

Ordering procedures are intended for ordering activities issuing orders under this BPA. GSA reserves the right to modify these ordering procedures at any time (e.g., change them to reference a website for further guidance, make changes based on regulation changes to FAR 8.4, etc.).

The following instructions will serve as the general draft of the ordering procedures FAS will provide to customer agencies, in an ordering guide and are provided for informational purposes only. FAS reserves the right to modify, simplify, or clarify these ordering procedures without modifying this BPA.

### General Ordering Procedures

1. Any warranted Contracting Officer from authorized users of the Schedules program, within the scope of their delegated procurement authorities, may place orders against the BPA(s).
2. As part of sound market research, the ordering activity shall review the BPA terms and conditions, BPA contract holders, and pricing incorporated into the BPA.
3. The ordering activity shall ensure their requirement fits within the scope of the BPA.
4. The ordering activity shall chose one Tier in which to compete an order, based on market research findings and the agencies requirements.
5. The ordering activity shall ensure all internal reviews (e.g. legal review) as required by ordering activity policies have been completed.
6. The ordering activity shall follow the ordering procedures at FAR [8.405-3\(c\)](#) for orders under Multiple-Award BPAs.
  - a. Develop a statement of work in accordance with (IAW) FAR [8.405-3\(c\)\(3\)](#).
  - b. Ensure fair opportunity IAW FAR [8.405-3\(c\)\(2\)](#). The suggested method for issuing the Task Order (TO) Request for Quote (RFQ) to is to utilize GSA eBuy ([www.gsa.gov/ebuy](http://www.gsa.gov/ebuy) reference FAR [8.402\(d\)](#)).
7. The ordering activity shall only accept quotes via the BPA Level Team Lead for BPAs based from a Contractor Team Arrangement (CTA).
  - a. The quote shall be submitted by the BPA Level Team Lead even if the BPA Level Team Lead will not be performing as a CTA member on that particular Task.

- b. The quote will specify which member is performing as the TO Level Team Lead (which may or may not be the BPA Level Team Lead). The quote will also state which CTA members are performing and their respective dollar value of performance to satisfy the requirements of the TO. Reference BPA Section II Part I BPA Terms and Conditions section 6.0 for information on CTAs.
  - c. Only CTA members established in the BPA CTA can be named as awardees in the TO. Forming new CTAs at the TO Level that include CTA members outside the established BPA CTA is not permitted. Reference Section II, Part I BPA Terms and Conditions section 6.0 for information on CTAs.
8. ***The ordering activity may include agency specific regulations/terms and conditions*** in the TO that do not conflict with the GSA FSS contract or the BPA terms and conditions.
  9. The ordering activity may utilize the FAR 51 deviation available at [www.gsa.gov/far51deviation](http://www.gsa.gov/far51deviation) for T&M/LH orders.
  10. The ordering activity shall be responsible for administering the resulting TO.

### **Small Business Set-Aside Ordering Procedures**

1. Orders may be set-aside for small business IAW FAR [8.405-5](#).
2. Follow the BPA General Ordering Procedures stated above in addition to the following:
  - a. Review the size status of the BPA Contractors on GSA E-library (go to [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov), enter the GSA (not BPA, but GSA FSS) contract number to review the current size status).
  - b. Review the team members' size status for those team members that cover the BPA CLINs needed. If fewer than three different BPA holders (from three different teams) are shown to be a small business (or the socioeconomic status contemplated in the set-aside), then the order cannot be set-aside without a limited sources justifications IAW FAR [8.405-6](#).
  - c. While the BPA Level Team Leads are the ones who are provided the RFQ and coordinate the quotes, only a small business (or the socio-economic status contemplated in the set-aside) CTA member can be awarded on the TO. BPA Level Team Leads who are Large Businesses have been instructed to respond to set-aside RFQs with a cover letter stating they cannot be

- named as an awardee in the TO and will attach a quote from the small business CTA member who will be named TO Level Team Lead for that TO.
- d. A BPA CTA Small business member TO Level Team Lead can include other small business BPA CTA members in response to a TO RFQ.
  - e. A BPA CTA small business member TO Level Team Lead may subcontract within the limits of FAR [52.219-14](#) Limitations on Subcontracting for TOs setaside for small business. Refer to Section II, Part I BPA Terms and Conditions section 6.0 for subcontracting details.
3. Any BPA holder who is a large business (or a small business who does not meet the socioeconomic status designated in the set-aside) cannot be named as an awardee (performing either as a TO Level Team lead or CTA member) for TOs set-aside for small business. This does NOT preclude them from performing as a subcontractor within the limits FAR [52.219-14](#) Limitations on Subcontracting for TOs set-aside for small business. Refer to Section II, Part I BPA Terms and Conditions Section 6.0 for subcontracting details.

### **FPDS Recording Procedures**

1. CTA's pose unique challenges to purchase order systems. While all CTA members of a particular Team are a party to that BPA, only ONE FSS contract number can be associated with ONE unique BPA number from a system perspective. Due to this system limitation, all CTA members have been assigned a unique BPA number. This does NOT mean each CTA member has a standalone BPA. Each member has its own unique BPA number for Federal Procurement Data System (FPDS) recording purposes only.
2. Currently, to enable the recording of an FSS order against an FSS BPA, it must be recorded in FPDS as a "Call" against a BPA. It is critical that the Call be recorded against the FSS BPA number and NOT the FSS Contract number.
3. In regards to orders performed by a CTA, issue the Call against the BPA number for the CTA member leading the TO.

## Part 5 – Quotation Instructions for Task Orders

### **General Task Order (TO) Level Quote Instructions**

1. These instructions are intended for the BPA holder quoting on TOs under the Blanket Purchase Agreement (BPA).
2. Regarding BPA Contractor Teaming Arrangements (CTAs), only the *BPA Level Team Lead* can respond to RFQs.
3. In addition to the information required by the ordering agency RFQ, the quote must include at a minimum the following information:
  - a. The BPA CLIN prices, quantity and (if applicable) TO specific discounts.
  - b. Regarding BPA CTAs, designation of the *TO Level Team Lead* (may be *different* than the *BPA Level Team Lead*).
  - c. Regarding BPA CTAs, the quote must clearly distinguish the dollar value and specific performance amongst CTA team members being quoted.

### **Small Business Set-Aside Quoting Instructions**

1. Orders may be set-aside for small business IAW FAR [8.405-5](#).
2. For BPA CTAs with a *BPA Level Team Lead* who is other than a small business (or a small business who does not meet the socioeconomic status designated in the set-aside), if responding to an RFQ, the *BPA Level Team Lead* shall respond as follows:
  - a. A cover letter explaining they are the *BPA Level Team* who cannot perform as a BPA CTA member on the TO as they do not meet the business size designation in the RFQ.
  - b. Reference and include a quote from a BPA CTA member who is a small business (or small business who meets the socioeconomic status designated in the set-aside) and will be named the *TO Level Team Lead* for that Task.

- c. The quote from the small business *TO Level/ Team Lead* shall follow the BPA General TO Level Quote Instructions above.
  - d. The quote from the small business *TO Level/ Team Lead* can only include BPA CTA members who also meet the small business size or socioeconomic status designated in the set-aside.
3. Any BPA holder (whether a CTA member or not) who is a large business (or a small business who does not meet the socioeconomic status designated in the set-aside) cannot be named as an awardee (performing either as a *TO Level/ Team lead* or CTA member) for TOs set-aside for small business. This does NOT preclude them from performing as a subcontractor within the limits FAR [52.219-14](#) Limitations on Subcontracting for TOs set-aside for small business. Refer to Section II Part 1 BPA Terms and Conditions section 6.0 for subcontracting details.















## Tiered Voume Discounts

Contractor Name:

GSA Contract Number:

	<b>Aggregate Spend</b>	<b>Discount</b>
Tier 1		
Tier 2		
Tier 3		
Teir 4		

## ATTACHMENT 2

### PAST PERFORMANCE QUESTIONNAIRE

This questionnaire is being conducted in support of a source selection for GSA Schedule contractors who intend to quote on a GSA BPA for identity monitoring data breach response and protection services.

You have been identified as a contact for **(insert company name)**. Using the rating table, please provide concise comments and ratings regarding your overall assessment of the company's performance on the contract identified below.

Your immediate attention is requested. Please return survey no later than Friday, August XX, 2015 5:00 PM PDT to: [tamara.grant@gsa.gov](mailto:tamara.grant@gsa.gov). **NOTE:** The GSA BPA RFQ also allows you to submit the survey directly to the contractor who will then submit the survey to GSA.

**Contractor:** **(insert Company Name)**

**Contract Number:** **(insert GSA Contract Number)**

### **CONTRACT/TASK ORDER DESCRIPTION**

Contract/Task Order Number:

Contract/ Task Order Type:

Award Amount:

Period of Performance:

Brief description of services provided by the Contractor:

### **RATING TABLE**

1. **Poor:** The Contractor lacked a basic understanding of the work and the capacity to fulfill the requirements. Contractor's performance was inadequate and contract requirements were often not met.
2. **Moderate:** The Contractor satisfactorily performed the services with some minor discrepancies. Overall performance was in accordance with the terms and conditions of the contract.
3. **Good:** The Contractor consistently met general contract requirements and understood customer needs. The Contractor's performance was thorough, comprehensive, and more than satisfactory. There is no history of practices or processes that were detrimental to the customer.



4. Superior: The Contractor demonstrated exceptional performance and innovative practices and/or processes. The Contractor's efficiency, productivity, and product enhancements lead to real cost savings and efficiencies for the customer. The Contractor consistently exceeded customer needs.
5. Not Applicable: Does not apply

**QUALITY OF SERVICES**

1. Did the Contractor provide quality products or services?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

2. Was the Contractor cooperative and responsive to changing needs of the customer?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

**DELIVERY/COMPLETION**

1. Were the contract/task deliverables completed on time?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

2. Were there instances of required re-work? Was unnecessary rework caused by the Contractor or Government?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

**PRICE CONTROL**

1. Did the Contractor provide services at or below their initially proposed costs/prices?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

**IMPROVEMENTS**

1. Did the Contractor isolate performance problems and take actions to resolve the problems?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

2. Did the Contractor save/cost the government money or provide other benefit (s) as a result of innovative work applications or lack thereof?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

**CONTRACTOR'S OVERALL PERFORMANCE**

Please rate the Contractors overall performance under this contract:

1 2 3 4

Comments:

Your cooperation in completing this questionnaire is greatly appreciated. Please note that your responses will not be shared with the firm you are evaluating. Non-identifying excerpts from your comments may be shared if necessary to allow a firm to respond to a specific problem or issue noted.

Name of Evaluator: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_