

**Identity Protection Services (IPS)**  
**IPS Requirements Document 1A**  
**in Support of SIN 541990IPS**  
**May 2024**

**SECTION I: DEFINITIONS**

**CREDIT MONITORING:** is defined as the process of monitoring credit activity 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.

**GOVERNMENT INFORMATION:** is defined as information created, collected, processed, stored, disseminated, or disposed of by or for the Federal Government.

**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 not authorized to do so. As defined in OMB Memorandum [M-17-12](#), "Preparing for and Responding to a Breach of Personally Identifiable Information", a breach includes the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

**DAYS:** represent calendar days unless otherwise specified.

**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, and irrelevant parts of the data and then replacing, modifying, or deleting this dirty data or coarse data.

**ENROLLEE:** is defined as an individual who is both impacted by a data breach and who also redeems provided identity protection services.

**IDENTITY PROTECTION:** is defined as establishing appropriate administrative, technical, and physical safeguards and monitoring 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 INDIVIDUAL:** is defined as an individual who is impacted by a data breach who may or may not redeem provided identity protection services.

**PERSONALLY IDENTIFIABLE INFORMATION (PII):** is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific 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 the 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: 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 healthcare 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.

**RECORDS:** is defined as all books, papers, maps, photographs, machine-readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of the data in them. Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications and of processed documents are not included. ([44 U.S.C. 3301](#))

### **SYSTEM SECURITY PLAN**

In order to provide services under SIN 541990IPS, Data Breach Response and Identity Protection Services, the Contractor shall be required to submit a “moderate impact level” System Security Plan (SSP) at the GSA contract level. A moderate impact level SSP is an information system in which at least one security objective (i.e., confidentiality, integrity, or availability) is assigned a FIPS Publication 199 potential impact value of moderate and no security objective is assigned a FIPS Publication 199 potential impact value of high, as defined by [NIST SP 800-53 \(latest revision\)](#).

The SSP will be prepared in accordance with the template provided under IPS Requirements Document 1C (attached) and follow the security requirements outlined in [NIST SP 800-53 \(latest revision\)](#).

The Contractor will be required to be knowledgeable of the requirements of both NIST SP 800-53 and [NIST SP 800-171 \(latest revision\)](#) as determined at the Task Order level.

Contractors with PHI and certain PII as determined by [FIPS 199](#) classification may be required to provide a “high impact level” SSP and/or additional “compensating” controls at the Task Order level that requires additional controls to be implemented. A high impact level SSP is an information system in which at least one security objective (i.e., confidentiality, integrity, or availability) is assigned a FIPS Publication 199 potential impact value of high, as defined by [NIST SP 800-53 \(latest revision\)](#). “Additional compensating controls are the security controls employed in lieu of the recommended controls in baselines described in [NIST 800-53](#) and [CNSS Instruction 1253](#) that provide equivalent or comparable protection for an information system or organization.

If no specific SSP plan is identified at the Task Order level, the Contractor will be required to adhere to the template required by GSA (IPS Requirements Document 1C included in the solicitation).

If any changes/updates are required to the GSA approved SSP at the order level (outside of the requirements outlined in the latest revision of [NIST SP 800-53](#) and IPS Requirements Document 1C), the Contractor will be required to submit an updated plan to the Ordering Agency designee for approval and provide an approved copy to the GSA IPS Program Manager.

### **SECURITY AND SECURITY RELATED REPORTING REQUIREMENTS:**

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 Task 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 Task Order invoices as needed.

The Ordering Agency Contracting Officer's approval is required prior to performing any identity Protection Services at the task order level. The Contractor (and its subcontractor, partners, etc.) will be required to abide by Government and individual Ordering Agency guidance for protecting all sensitive and protected information.

#### **POST AWARD DATA INCIDENT REPORTING PROCEDURES:**

The Contractor must report ALL incidents involving PII and/or PHI breaches according to notification requirements for data classification to the Ordering Agency designated official within one (1) hour of the initial discovery. This includes all incidents involving PII and/or PHI in electronic or physical form and should not distinguish between suspected and confirmed breaches. If, during performance of any Task Order awarded, 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. The following information must be contained in the report:

- 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/subcontractor 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) Require Contractors and subcontractors to properly encrypt PII and PHI using FIPS 140-2 Security Requirements for Cryptographic Modules<sup>[1]</sup> and refrain from practices that violate agency PII and PHI protection policies

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[1] Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules (NIST, December 2002)

#### **GOVERNMENT PROVIDED INFORMATION:**

As required and applicable, for each Task Order placed, the Contractor will be provided with a list of the names and addresses of all individuals affected by a breach related incident. Affected individuals are eligible for identity theft services to whom notices must be mailed by the Contractor. The Ordering Office may require Contractor services to research missing point of contact information on impacted individuals as an additional service (Skip Tracing). The Ordering Office issuing the Task Order will define method of notification, content of notification, and additional PII or PHI about affected individuals whose addresses are not known or where notification by postal mail 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 of mailing date. Any information pertaining 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 Modernization Act \(FISMA\) of 2014](#), [Health Insurance Portability and Accountability Act of 1996](#), as amended by the Health Information Technology for Economic and [Clinical Health Act of 2009](#) and any other related Federal laws, regulations, and policies.

#### **SPECIFIC REQUIREMENTS ASSOCIATED WITH DATA BREACH RESPONSE AND IDENTITY THEFT SERVICES INCLUDE:**

The Contractor shall establish a dedicated, branded website for impacted individuals to access and enroll in all data breach recovery services. The Government may require the site to link with a .gov web page and must meet the following performance standards:

- a) Must be [508-compliant](#)

- b) Must be IAW [NIST SP 800-53 \(latest revision\)](#) but have the capabilities to meet NIST [SP 800- 171 \(latest revision\)](#) if required at the Task Order level. Website shall be accessible on major commercial browsers (i.e. Internet Explorer, Chrome, Firefox, Safari, and Opera) as well as mobile optimized to render to mobile screen resolutions on major commercial mobile browsers (i.e. Safari and Chrome)
- c) Fully operational in advance of notification to impacted individuals
- d) 99.00% operational
- e) Must support the use of a single use activation (PIN) code that is unique for each impacted individual
- f) Multifactor authentication for impacted individuals utilizing known and unknown factors to the affected individual such as Data at Rest Encryption; Data in Transit Encryption; Data Loss Prevention; Database HIDS; etc.

#### **SPECIFIC REQUIREMENTS ASSOCIATED WITH A CALL CENTER INCLUDE:**

The Contractor shall establish call center services with service specialists capable of assisting individuals and shall meet the following performance standards:

- a) Call Center will be operational prior to notification of impacted individuals
- b) Located in the U.S.
- c) Language will be English and Spanish, unless otherwise indicated at the Task Order level
- d) Call Center will have a dedicated U.S. toll-free telephone number
- e) Will be 508-compliant including free international telephone access (international TTY applicability to be determined by ordering agency)
- f) Impacted individuals who opt to enroll by phone may be asked to enter his / her PIN code before being advanced to a call center agent who will assist the caller with the enrollment process. However, the Contractor shall have an Interactive Voice Response (IVR) that accommodates all callers, including addressing instances in which individuals are not eligible for the services in this Contract or who do not have a PIN code (enrolled/not enrolled; eligible/not eligible).
- g) All callers, including those who have not previously enrolled, or are not eligible for services, or would like to determine their impact status, shall have the ability to speak with a Call Center Agent at all times during regular call center hours throughout the period of performance with or without an assigned PIN code (enrolled/not enrolled; eligible/not eligible).
- h) Call center FAQs including any updates provided by the Federal Government will be used upon receipt

The Contractor shall respond to queries, enrollments, and requests for use of provided services from impacted individuals and shall meet the following performance standards:

- a) Wait times not to exceed 15 minutes before human assistance is rendered
- b) Average wait time shall not exceed 10 minutes
- c) Maintain daily call log
- d) Call center hours 24 hours a day, 7 days a week
- e) Provide call logs for review by Ordering Agency Contracting Officer or assigned designee (including number of calls, wait time, length, dropped calls)

The call center services shall include:

- a) A Summary addressing the operational status of the call center established for impacted individuals under the Task Order summarized in percentages (reporting period and cumulative)
- b) Number of calls received (reporting period identified in order and cumulative)
- c) Number of calls abandoned (reporting period identified in order and cumulative)
- d) Number of enrollments by call center (reporting period identified in order and cumulative)

- e) Summary of call center performance against standards established including remedy and plans to prevent future occurrence if standard is not met (reporting period only)

The Contractor shall connect impacted individuals with designated identity restoration services and identity theft insurance services. These services must meet the following standards:

- a) On an ongoing basis as defined at the task order level
- b) Contractor will initiate the process for use of the Identity Restoration Service or Identity Theft Insurance within 15 minutes after the impacted individual contacts the call center

The Contractor shall forward and present special requests or issues collected on a daily basis from impacted individuals to the assigned task order official for further consideration. Special requests or issues may include requests from individuals who have not been provided the necessary level of information. The list shall include all questions including those that are repetitive and not already covered by the FAQs.

**SPECIFIC REQUIREMENTS ASSOCIATED WITH NOTIFICATION INCLUDE:** The Contractor shall provide the following information:

- a) Delivery status of all 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 USPS First Class mail
- f) Total number of notifications mailed via USPS First Class Mail by Contractor
- g) Total number of returned mail notifications
- h) Total number of redistributed mail notifications after being returned

The Contractor shall intake, review, and data cleanse the PII and/or PHI Government furnished data set. This will include review of the [National Change of Address \(NCOA\)](#) which is a secure dataset of approximately 160 million permanent **change-of-address** (COA) records consisting of the names and **addresses** of individuals, families, and businesses who have filed a **change-of-address** with the USPS.

The Contractor shall deduplicate, or remove repetitive information for the same individual, the data cleansed list, and provide duplicative data list, with the final notification list for approval by the Government. The Contractor will be required to meet the following performance standards:

- a) Ensure 99% of records are accurate
- b) Ensure that the deduplication services are completed within seven (7) business days.
- c) Will use the following format: XML or CSV
- d) Provide both a duplicate and final list of data cleansed
- e) Support the use of a unique ID per record to reduce and/or remove the exchange of PII required in the provided result data

Government furnished language shall be reviewed by the contractor. The language may include, but is not limited to, letters, emails, and FAQs. The Contractor's review shall provide recommendations in the same format provided by the Government within three (3) business days.

The Contractor shall prepare Government approved content and formatted notifications for all impacted individuals upon receipt of the Final List by the Government and in the time frames outlined by the task order. The notification shall contain a unique .gov website link provided by the Government and the Contractor must have the ability to maintain or regenerate a copy of the notification distributed to impacted individuals. The .gov website will contain a direct link to the Contractor's website established for the services required.

The Contractor shall distribute notifications to impacted individuals within five (5) calendar days (unless otherwise stated at the Task Order level) upon receiving the approved Final List by the Government. The Contractor shall distribute notification by zip code. The Contractor shall establish a unique PO Box return

address for distributed mail. The return address shall contain an OPM identifier.

The Contractor shall provide a list of failed notifications to the Government within no less than fourteen (14) calendar days (unless otherwise stated at the Task Order level) after all notifications have been sent. This process must remain in effect in an ongoing basis as defined at the task order level.

The Contractor shall redistribute previously failed notifications to impacted individuals within five (5) calendar days (unless otherwise stated at the Task Order level), after receiving additional identifying information from the Ordering Agency.

The Contractor shall respond to the affected individuals' queries, enrollments, and requests for use of provided services. The identity of impacted individuals who desire to enroll shall be authenticated by the Contractor using data provided by the *Government*. Once authenticated, any impacted individuals may enroll themselves. Impacted individuals who opt to use the call center may be able to authenticate their eligibility via touch tone phone prior to advancing to a call center attendant. The Contractor shall have an automated recording protocol to accommodate all callers, including addressing instances where individuals are not eligible for the services.

#### **SPECIFIC REQUIREMENTS ASSOCIATED WITH CREDIT MONITORING SERVICES INCLUDE:**

Upon enrollment, the Contractor shall provide, at a minimum, credit monitoring of credit reports from Experian, Equifax, and TransUnion; however, an Ordering Agency may request inclusion of other Credit Reporting Agencies at the Task Order level. The Contractor will be required to meet the following performance standards:

- a) Initial credit report for impacted individuals to be available within 48 hours of enrollment into credit monitoring services
- b) Identify all changes in credit reports
- c) Identify and notify impacted individuals of any additional findings or changes no later than 24 hours after occurrence
- d) After initial credit reports, in successive ordering periods, Ordering Agency may require subsequent reports be made available by the Contractor in accordance with the [Fair Credit Reporting Act](#)
- e) Be in accordance with Federal and applicable State Laws

A summary of all credit monitoring services will be provided (report period and cumulative) and will include:

- a) Number of impacted individuals who enrolled in services
- b) Number of impacted individuals enrolled
- c) Number of individuals to whom credit reports from all three national credit reporting agencies have been made available
- d) Number of individuals that were notified of changes to their credit file
- e) Number of individuals who opened identity restoration cases

#### **SPECIFIC REQUIREMENTS ASSOCIATED WITH IDENTITY MONITORING INCLUDE:**

The Contractor shall provide identity monitoring services for enrolled individuals. Identity monitoring services includes, but is not limited to:

- a) Monitoring of the Internet and the dark web for personal information including but not limited to, social security number, phone number(s), email address(es), credit and debit card number(s), medical identification number(s), driving license, and passport number
- b) Monitoring of database sources including, but not limited to, criminal records, arrest records, court records, payday loan origination, bank account takeover, check databases, sex offender registry, change of address, and social security number trace which notifies an individual of names and addresses associated with their social security number
- c) Monitoring will be 24 hours a day, 7 days a week

- d) Contractor will identify and notify impacted individuals of findings or changes no later than 24 hours after Contractor's monitoring discovers occurrence

A summary of all identity monitoring services will be provided (report period and cumulative) and will include:

- a) Number of impacted individuals enrolled
- b) Number of individuals that were notified of potential suspicious activity. (The Contractor will be required to provide the location of suspicious activity (i.e., Internet or specific monitored database))
- c) Number of individuals that confirmed activity was suspicious (The Contractor will be required to provide the location of suspicious activity (i.e., Internet or specific monitored database))

#### **SPECIFIC REQUIREMENTS ASSOCIATED WITH IDENTITY THEFT INSURANCE INCLUDE:**

The Contractor shall provide identity theft insurance to impacted individuals regardless of their enrollment status in other services. The insurance shall cover any fraudulent misuse of an impacted individual's PII and/or PHI. Coverage will include all claims submitted on or prior to: (as defined in the Task Order). The terms of the insurance agreement agreed to at time of GSA Schedule award shall include up to \$5,000,000.00 per impacted individual, with no deductible. The benefits of this insurance shall include, at a minimum, coverage of:

- a) Lost wages
- b) Travel expenses
- c) Elder care and child care
- d) Legal costs for attorney fees for defense of any legal action brought against a subscriber for identity theft related items
- e) Any other expenses specifically tied to identity restoration
- f) Unauthorized electronic fund transfer reimbursement

A summary of all identity theft insurance will include:

- a) Number of individuals requesting identity theft insurance services
- b) Status of claims submitted to include the number of open claims
- c) Number of closed claims, total value of insurance claims submitted by impacted individuals, total value of insurance expenses paid to impacted individuals (both open/closed claims), total amount of insurance payments to individuals with closed claims, types of claims submitted (e.g., lost wages, travel expenses), and a description of services rendered

#### **SPECIFIC REQUIREMENTS ASSOCIATED WITH IDENTITY RESTORATION SERVICES INCLUDE:**

Identity restoration services will include, but are not limited, to the number of impacted individuals requesting identity restoration services.

The Contractor shall provide identity restoration services for all impacted individuals regardless of their enrollment status in other services. The scope of this coverage includes any identity theft claim submitted within the period of performance of the Task 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 and the following performance standards must be met:

- a) Ongoing basis
- b) Assign a case manager who will contact the impacted individual within the time specified at the Task Order level
- c) Case managers are Fair Credit Reporting Act (FCRA) and Fair and Accurate Credit Transactions Act (FACTA) certified

The Contractor will provide a status of claims submitted to include:

- a) Number of open identity restoration cases
- b) Number of closed identity restoration cases
- c) Type and quantity of services rendered to restore identity
- d) A description of the services rendered

**SPECIFIC REQUIREMENTS ASSOCIATED WITH REQUIRED REPORTS INCLUDE:**

The Contractor shall provide reporting as defined in the Task Order. An example reporting requirement is provided as follows: The Contractor shall provide a Status Report to accurately reflect the status of its website services, to include:

- a) Operational Status of the website established for impacted individuals under the Task Order 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 interoperability of website including remedy and plans to prevent future occurrence (reporting period only)
- e) Customer feedback provided through website (reporting period only)

The Contractor generated format for any report provided at the Task Order level is subject to approval and feedback of Government and must be in either .XML or CSV format. All reports provided to the Government shall clearly state the period start and end date/time of data.

**SPECIFIC REQUIREMENTS ASSOCIATED WITH DATA SAFEGUARDS AND DISPOSAL SAFETY INCLUDE:**

The Contractor shall:

- a) Store and protect all data collected for the affected individuals during the designated time frame from unauthorized disclosure and destruction, either direct or as a result of negligence.
- b) Purge all PII/PHI data (data sanitization) provided by the Ordering Agency in accordance with DoD 5220-22-M, National Industrial Security Program Operating Manual, and NIST SP-800-88 (**latest revision**), including any backed-up data and any other PII or PHI held by the Contractor pursuant to this agreement and safely dispose as agreed to by the Ordering Agency at the conclusion of the last enrollee's period of monitoring.
- c) Within 30 calendar 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/ongoing 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 calendar days after receiving written approval from the Contracting Officer, with the exception of information needed for pending and ongoing restoration claims. The Contractor shall certify in writing the date information was deleted and method used for deletion.
- d) 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, Public Law 107-347 titled E-Government Act of 2002, the Federal Records Act, and the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009.
- e) The Contractor shall guarantee strict confidentiality of the information/data that is provided by the Government during the performance of any Task Order.
- f) The Contractor, in whole or in part, can only disclose or disseminate the information/data, after they have received written approval from the Ordering Agency Contracting Officer.

- g) 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 any Task Orders awarded against this GSA Schedule contract, the Contractor personnel are deemed a security risk, the Contractor will be responsible for immediate removal from performance under the Task Order 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 Agency Contracting Officer.
- h) The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information.
- i) The Contractor, employee of the Contractor, 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 Memorandum M-01-05, "Guidance on Inter-Agency Sharing of Personal Data - Protecting Personal Privacy." The Contractor shall keep the information confidential and use appropriate safeguards to maintain its security in accordance with minimum Federal standards.
- j) 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.
- k) 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.
- l) The Contractor is required to adhere to Federal Information Security Modernization Act (FISMA) of 2014 and all applicable OMB policies, including any policies issued during the term of its Schedule contract. This includes any updates to OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information".
- m) The Contractor will provide 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.
- n) 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.

The Government has determined that the information/data that the Contractor will be provided during the performance of any effort associated with SIN 541990IPS 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 email addresses or other nonpublic information that may have been given to or generated by the Contractor in performing work under any Task Order). Failure to comply with this requirement may result in legal and or criminal infraction.

Whenever the Contractor is uncertain with regard to the proper handling of information/data under any effort associated with SIN 541990IPS, the Contractor shall obtain a written determination from the Ordering Agency Contracting Officer.

### **TASK ORDER AWARD REPORTING REQUIREMENTS:**

The Contractor shall provide email notification within five (5) days of all new task orders awarded. 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 notification shall include one complete copy of each order, including the statement of work. Notification shall be submitted to [IPS\\_PSS@gsa.gov](mailto:IPS_PSS@gsa.gov).

### **SECTION II - ADDITIONAL SERVICES**

Additional services are customized solutions that can only be ordered in *addition* to IPS Requirements Document 1A Section I services. These additional services may utilize the services found under SINs 561450, 541990RISK and 541990IPS. Section II additional services **shall not** be ordered as a stand-alone service for Task Orders under SIN 541990IPS. Examples of services offered include 1) data breach analysis/forensic services, 2) subsequent credit reports, and 3) offline mail services in addition to online services for those individuals who indicate that they need a different means to access information associated with credit monitoring, identity monitoring, and identity protection.