

**Data Breach Response and Identity  
Protection Services (IPS)  
SIN 541990IPS  
Ordering Procedures**

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## Introduction

With the increased demand for identity protection services and ever-changing requirements of need by our customer agencies, the General Services Administration's (GSA) Office of Professional Services and Human Capital Categories (PSHC) has redefined Special Item Number (SIN) 541990IPS as its official Data Breach Response and Identity Protection Services (IPS) SIN on the Multiple Award Schedule (MAS).

Redefining the SIN now allows industry to provide current state-of-the-art identity protection services (identity monitoring and notification of Personally Identifiable Information (PII) and Protected Health Information (PHI), identity theft insurance and identity restoration services, and protection (safeguard) of the confidentiality of PII and PHI) while giving you the ability to meet your individual requirements.

The redefined SIN 541990IPS allows for a total solution for identity protection services and affords the ordering office to tailor their scope for only selective segments of services found under this SIN. For example an ordering office may have a suspected breach, but due to the uncertainty, may only want to seek credit monitoring services that do not require call center support, identity restoration, etc. You will now have the ability to obtain specifically what is needed for your immediate situation.

## Resources

- Online resources supporting the use of the IPS SIN are available at [GSA.gov/IPS](https://www.gsa.gov/IPS).
- OMB Memorandum M-16-14: [Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response \(Issued July 1, 2016\)](#)
- GSA [eLibrary](#) website

## Who is this Guide Written for?

This guide describes the ordering process for agency users, highlighting procedures specific to the IPS SIN. It is written for warranted Federal ordering contracting officers (OCOs) considering or intending to use the IPS SIN. The guide addresses contracting issues and concepts unique to the IPS SIN. It does not address general contracting issues or concepts unless necessary for complete understanding. The guide presumes the OCO is familiar with Federal Acquisition Regulation (FAR) [8.405](#) ordering procedures.

## Roles and Responsibilities

GSA is responsible for the administration and management of the IPS SIN and the Schedule contracts. Among the responsibilities GSA will meet are:

- Monitor and evaluate performance against the IPS SIN requirements
- Review, approve, and incorporate System Security Plan (SSP) changes
- Have exclusive, non-delegable rights to modify the IPS SIN and the Schedule contracts
- Provide advice and guidance to ordering/requiring activities and OCOs regarding procurement-related matters
- Conduct meetings with contractors as necessary

Ordering Activity responsibilities:

- Define task order requirements
- Prepare Statement of Work (SOW)/Performance Work Statement (PWS) for task order
- Issue Request for Quote (RFQ)
- Fund requirements
- Apply regulatory and statutory requirements applicable to the ordering agency

## Authorized Users

Any warranted Contracting Officer from [authorized users of the Schedules program](#), within the scope of their delegated procurement authorities, may place orders against the IPS SIN.

## Task Order Terms and Conditions

In the event of any conflict between the Schedule contract and the task order, the terms and conditions of the contractor's Schedule contract shall prevail over the task order.

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 task order level required for small business set-aside orders shall be applicable to that order even if those clauses have not been incorporated to the Schedule contract.

## General Ordering Procedures

### Step 1 – Acquisition Planning

Orders against Schedule contracts and BPAs are not exempt from Acquisition Planning as prescribed in FAR [Part 7](#).

Conduct market research for your requirement in accordance with regulation as you would do with any procurement. As part of sound market research, the Schedule contract terms and conditions, Schedule contract holders, and Schedule contract pricing shall be reviewed.

Important considerations in developing your acquisition plan include:

## **Whether to Issue a Task Order or a Blanket Purchase Agreement (BPA)**

If you are responding to a recent breach, then a task order is the most appropriate option. If you are in the process of preparing your agency to respond to a breach that may happen in the future, then a BPA is more appropriate.

### **Pricing**

Pricing is established at the Schedule contract level for a total solution of IPS. The total solution includes the following services as outlined in Section I of the [IPS Requirements Document 1A](#)):

- Security And Security Related Reporting
- Post Award Data Incident Reporting
- Data Breach Response And Identity Theft Services
- Call Center Services
- Notification
- Credit Monitoring Services
- Identity Monitoring
- Identity Theft Insurance
- Identity Restoration Services
- Required Reports
- Data Safeguards And Disposal
- Task Order Award Reporting

Pricing for the total solution is offered in two ways: a Firm Fixed Price Per Year, Per Impacted Individual (Per Impacted Individual) rate, and a Firm Fixed Price Per Year, Per Enrollee (Per Enrollee) rate. Which method an agency chooses depends on the circumstances surrounding the requirements. The table below describes the differences between the Per Impacted Individual rate and the Per Enrollee rate.

Pricing Method	Description	Example
Firm Fixed Price Per Year, Per Enrollee	The ordering agency pays the quoted price for each Enrollee only. The Per Enrollee rate is used in situations where you know that most or all individuals impacted by a breach will enroll in the services.	A Government official mistakenly exposes the PII of 10 employees. The ordering agency should procure total solution services for all 10 employees at the Per Enrollee rate because the impacted population is small and well defined; therefore, there is a high likelihood that all 10 employees will enroll in the total solution services.

Firm Fixed Price Per Year, Per Impacted Individual	The ordering agency pays the quoted price for each Impacted Individual, regardless of enrollment status. This total solution pricing is used when the enrollment rate of the breach (i.e., the number of individuals impacted by a breach who will actually enroll in identity protection services) is unknown to your agency. The contractor will provide notice to every impacted individual, but only impacted individuals who respond to the notice and enroll in services will receive credit monitoring, identity monitoring, etc. Note that this method requires uncertainty as to the number of actual enrollees. This method is not appropriate for a small scale breach or where there is a high likelihood that the enrollment rate will be near 100%.	A data breach occurred involving a database containing PII on 10,000 members of the public. The ordering agency should procure total solution services for all 10,000 people at the Per Impacted Individual rate. The Per Impacted Individual rate is appropriate because the impacted population is large and there is uncertainty about how many will actually respond to the notice and enroll in the total solution services.
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The standardized total solution offerings and units of issue allow you to make “apples-to-apples” price comparisons between Schedule contractors under the IPS SIN. You still maintain the flexibility to utilize this fixed pricing as a basis to request further fixed prices at the task order level (e.g., “per product redeemed per the agreed-upon coverage period (month, year, etc.)”). Furthermore, you have the flexibility to order some (“a la carte”) or all (“total solution”) of the services as defined in SIN 541990IPS. There are also additional services as customized solutions that can only be ordered in *addition* to IPS Requirements Document 1A Section I services. Examples of such additional services 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.

Any order not issued on a firm fixed price basis must be justified in accordance with FAR [8.404\(h\)\(3\)](#).

**NAICS Code**

The services under the IPS SIN are aligned with the North American Industrial Classification System (NAICS) code of 541990 – All Other Professional, Scientific and Technical Services.

This NAICS code of 541990 that you assign to your task order will not necessarily be the same

code assigned to the task order award report in the Federal Procurement Data System – Next Generation (FPDS-NG). This is due to the current FPDS-NG system limitation which defaults all orders to the NAICS code assigned at the Schedule contract level which is shown for each contractor in [eLibrary](#).

### **Task Order Funding and Funding Limitations**

All task orders are subject to any agency funding appropriation limitations.

### **Task Order Duration**

The period of performance for each task order awarded under the IPS SIN shall be specified in the task order by the ordering activity. Orders issued will have their own period of performance. Orders issued prior to but not completed before the Schedule contract expires shall be completed (including any order options exercised) in accordance with the Schedule contract FAR Clause [52.216-22](#), Indefinite Quantity.

### **Minimum and Maximum Order Limitations**

Each Schedule contract contains FAR Clause [52.216-19](#), Order Limitations. The minimum order limitation dollar value may vary depending on the contract. The minimum order limitation is posted on each contractor's Schedule price list. The maximum order limitation dollar value is \$1 million. The maximum order limitation is the price at which an ordering agency is required to seek additional discounts off of the awarded schedule prices.

### **Step 2 – Define the Requirements and Develop the RFQ**

The ordering activity must follow the ordering procedures at FAR [8.405](#) for orders under Federal Supply Schedules.

- a. Develop a SOW in accordance with (IAW) FAR [8.405-2](#) if a SOW is required. The SOW must include a description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special requirements (e.g., security clearances, travel, etc.).
- b. Ensure the requirements fit within the scope of the IPS SIN.
- c. The ordering activity may include agency specific regulations/terms and conditions in the task order that do not conflict with the Schedule contract.
- d. The ordering activity shall ensure all internal reviews (e.g. legal review) as required by ordering activity policies have been completed.
- e. The ordering activity may utilize the FAR Part 51 deviation for T&M/LH orders (see the [MAS Desk Reference](#) for details on utilizing the FAR Part 51 Deviation).
- f. Use the RFQ form and format normally prescribed and used by your agency for task order RFQs, consistent with FAR [8.405](#).

### **Step 3 – Issue the RFQ**

To ensure fair opportunity, the suggested method for issuing the task order RFQ is to utilize GSA [eBuy](#).

### **Step 4 – Evaluate Quotes**

OCOs must evaluate all responses received based on the methodology stated in the task order RFQ to maintain fairness in the ordering process and mitigate protest risk. Place the order with the Schedule contractor that represents the best value.

### **Step 5 – Award the Task Order and Reporting Requirements**

Document your task order award in accordance with regulation and local policy. At a minimum, all orders shall include the following information:

- a. Complete shipping and billing addresses
- b. Task order / BPA number
- c. Agency order number
- d. Discount terms (if applicable)
- e. Period of performance
- f. SIN 541990IPS
- g. SOW (if required)
- h. Number of units (if applicable)
- i. Unit price (if applicable)
- j. Total price of order

Order actions must be reported in FPDS within three days after execution of the action.

Email notification of the award shall also be submitted to GSA at [ips\\_pss@gsa.gov](mailto:ips_pss@gsa.gov) within five days after execution of the action. The email notification shall consist of a copy of the task order award, including the SOW if applicable, and a brief description of the task and total price of the order.

### **Step 6 – Administer the Order/Execute the Work/Close-Out the Order**

The ordering activity is responsible for administering the resulting task order.

The ordering activity is responsible for ensuring that the contractor's performance on each order is reported in CPARS in accordance with the policies in FAR Subpart [42.15](#). Follow your agency procedures for preparation, review, and submission of performance reports.

Task order files shall be closed out in accordance with FAR Subpart [4.804-1](#) or, if the task order is administered by another office, [4.804-2](#). The procedures prescribed in FAR Subpart 4.804-5 shall be used except when it is appropriate to use the quick closeout procedures in FAR Subpart [42.708](#).

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