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B.1 BLANKET PURCHASE AGREEMENT

B.1.1 Blanket Purchase Agreement

In the spirit of the Federal Acquisition Streamlining Act, the General Services Administration (GSA) and [Company] establish a cooperative Blanket Purchase Agreement (BPA), number [GS-23F-AANNN], for the purpose of supporting Federal agencies Governmentwide in their requirement for Independent Risk Analysis services. The intent of this BPA is to reduce administrative costs to the Government by acquiring commercial items and services from GSA Multiple Award Schedule contracts, specifically Contract Number [GS-23F-NNNNA] awarded under Schedule 874 for Mission Oriented Business Integration Services (MOBIS) and Contract Number [GS-XXXXX] awarded under Schedule 70 for General Purpose Commercial Information Technology Equipment, Software and Services (IT).

Schedule BPAs eliminate open market procurement costs such as the search for sources, the development of technical documents and solicitations, and the evaluation of offers. These BPAs will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from MOBIS and IT Schedule contracts. The end-result is a purchasing mechanism for the Government that works better and costs less than individual GSA Multiple Award Schedule purchases.

GSA Contracting Officer:

Vendor:

Signature

Date

Printed Name

Title

B.2 STATEMENT OF WORK

B.2.1 Background

The Office of Management and Budget (OMB) released a memorandum ([*Recommendations for Identity Theft Related Data Breach Notification dated September 20, 2006*](#)) for the heads of departments and agencies highlighting the President's Identity Theft Task Force's recommendations for agency response to theft, loss, or unauthorized acquisition of personal information. Recommendations include:

- Identification of a core response group
- Performance of a risk analysis to determine whether the incident poses problems related to identity theft
- A tailored agency response based on the nature and scope of the risk presented

OMB Memorandum M-07-04 ([*Use of Commercial Credit Monitoring Services Blanket Purchase Agreements dated December 22, 2006*](#)) was released to assist agencies in mitigating potential damage in the event of a data security breach. This memorandum advises agencies to follow the recommendations developed by the President's Identity Theft Task Force and encourages agency consideration of GSA's Credit Monitoring Services BPAs to the maximum extent practicable. Memorandum M-07-16 ([*Safeguarding Against and Responding to the Breach of Personally Identifiable Information dated May 22, 2007*](#)) requires agencies to develop and implement a breach notification policy.

In the event of a data breach, agencies may be required to promptly conduct an independent risk analysis and submit a report containing the findings to Congressional Oversight Committees of the US Senate and House of Representatives. To ensure that agencies improve their data security programs, the Identity Theft Task Force recommends that OMB and the Department of Homeland Security (DHS), through the interagency effort already underway to identify ways to strengthen the ability of all agencies to identify and defend against threats, correct vulnerabilities, and manage risks.

B.2.2 Objective

The General Services Administration (GSA), under the direction of the Office of Management and Budget (OMB), is leading and managing a strategic sourcing initiative to create a Governmentwide vehicle for acquisition of independent risk analysis services. This initiative will focus on the Government's need for contractors to perform independent risk analyses that document the level of risk for potential misuse of sensitive information associated with a particular data breach.

This initiative will also focus on the Government's need for experienced vendors that, in the event of a data breach, can provide services such as metadata analysis, pattern analysis, risk analysis, data breach analysis (one time assessment, not continuous monitoring), and response, privacy impact analysis, statistical analysis, and reports on the probability that the compromised data has been used to cause harm. The breached data itself will be analyzed to determine whether there is current evidence of organized misuse.

B 2.3 General Description

Independent risk analysis is an evaluation of breached data performed at the *outset* of the breach event in order to determine the future course of action. A comprehensive independent risk analysis includes a review of any systems and networks compromised by a data breach for trends and unusual patterns. It also includes an evaluation of the circumstances surrounding the breach in order to determine whether it appears to be incidental, accidental, or targeted. The analysis ultimately provides an opinion as to the probability that breached data can be used to harm the individuals whose data was compromised.

B 2.4 Scope

An independent risk analysis will include an opinion letter and certification of the vendor's findings based on any current indication of organized misuse of the compromised data. Compromised systems and

networks will be reviewed for trends or unusual patterns and the circumstances surrounding the breach will be investigated to determine whether it appears to be incidental, accidental or targeted. The analysis will ultimately provide an opinion as to the probability that breached data may be used to harm the individuals whose data is compromised.

The scope of services will be bound by Schedule 874 for Mission Oriented Business Integrated Services (MOBIS), specifically Special Item Number (SIN) 874 1 *Consulting Services*, and Schedule 70 for General Purpose Commercial Information Technology Equipment, Software and Services (IT), specifically SIN 132 51 *Information Technology Services*.

The scope of services under SIN 874 1 includes but is not limited to providing expert advice, assistance, guidance or counseling in support of agencies' mission oriented business functions. This may include studies, analyses and reports documenting any proposed developmental, consultative or implementation efforts. Services within the scope of SIN 132 51 include but are not limited to systems analysis and design, network services, programming, millennium conversion services, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.

The tasks involved in performance of an independent risk analysis include but are not limited to the following:

- Metadata analysis
- Pattern analysis
- Risk analysis
- Data breach analysis (one time assessment, not continuous monitoring), and response
- Data structure development
- Privacy impact analysis
- Statistical analysis
- Analysis of probability that breached data has been used to cause harm
- Determining the level of risk for potential misuse of sensitive information
- Certification of opinion regarding misuse of compromised data
- Investigation of circumstances surrounding breach
- Development of a risk mitigation plan

B.3 TASK ORDER TYPES

Agencies will be permitted to award task orders on a firm-fixed-price, labor hour, or time and materials basis. Vendors will be required to provide independent risk analysis services using the firm-fixed-prices awarded under their respective Schedule contracts. At the task order level, ordering agencies will be responsible for identifying specific requirements and periods of performance.

C.1 ORDERING PROCEDURES

C.1.1 General BPA Ordering Procedures

- (a) *General*. Ordering activities shall use the procedures in this subsection when ordering services under this BPA.
- (b) *Statement of Work (SOW)*. Ordering activities shall prepare SOWs that include, at a minimum, work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special requirements.
- (c) *Request for Quotation (RFQ) procedures*. The ordering activity shall provide the RFQ to include at a minimum the SOW and evaluation criteria.
 - 1) *Orders at or below the micro purchase threshold*. Ordering activities may place orders at or below the micro-purchase threshold with any BPA-holder. The ordering activity should attempt to distribute orders at or below the micro-purchase threshold among all BPA holders.

- 2) *Orders exceeding the micro-purchase threshold.*
 - (i) The ordering activity shall develop an SOW in accordance with the instructions stated in paragraph (b) above.
 - (ii) The ordering activity shall provide each BPA-holder a fair opportunity to be considered for each order issued.
 - (iii) The ordering activity shall request that BPA-holders submit firm-fixed prices to perform services identified in the SOW. This does not preclude the use of Labor Hour or Time and Material (T&M) task orders.
- 3) *For proposed task orders exceeding the maximum order threshold.* In addition to meeting the requirements of paragraph (c)2) above, the ordering activity shall:
 - (i) Provide the RFQ (including SOW and evaluation criteria) to additional BPA-holders. When determining the appropriate number of BPA-holders, an ordering activity may consider, among other factors, the following:
 - A. The complexity, scope and estimated value of the requirement.
 - B. The market search results.
 - (ii) Seek price reductions.
- 4) The ordering activity shall provide the RFQ (including the SOW and evaluation criteria) to any BPA-holder that requests a copy of it.
- (d) *Evaluation.* The ordering activity shall evaluate all responses received using the evaluation criteria provided to the BPA-holders. The ordering activity is responsible for considering the level of effort and the mix of labor proposed to perform specific tasks being ordered, and for determining that the total price is reasonable. Place the task order with the BPA-holder that represents the best value (see FAR 8.404 (d)). After award ordering activities shall provide timely notification to unsuccessful BPA-holders. If an unsuccessful BPA-holder requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.
- (e) *Minimum documentation.* The ordering activity shall document:
 - 1) The BPA-holders considered, noting the BPA-holder from which the service was purchased;
 - 2) A description of the service purchased;
 - 3) The amount paid;
 - 4) The evaluation methodology used in selecting the BPA-holder to receive the task order;
 - 5) The rationale for any tradeoffs in making the selection;
 - 6) The price reasonableness determination required by paragraph (d) of this subsection; and
 - 7) The rationale for using other than—
 - (i) A firm-fixed price task order; or
 - (ii) A performance-based task order.

C.1.2 Limited Sources Justification and Approval

(a) Orders placed under Federal Supply Schedules are exempt from the requirements in Part 6. However, an ordering activity must justify its action when restricting consideration—

(1) Of schedule contractors to fewer than required in FAR 8.405-1 or 8.405-2; or

(2) To an item peculiar to one manufacturer (e.g., a particular brand name, product, or a feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements, and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.

(b) Circumstances that may justify restriction cited in paragraph (a)(1) of this subsection include—

(1) Only one source is capable of responding due to the unique or specialized nature of the work;

(2) The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering

procedures. The original order must not have been previously issued under sole source or limited source procedures;

(3) An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays.

(c) Ordering activities shall procure such requirements only if the need to do so is justified in writing and approved at the levels specified in paragraphs (f) and (h) of this subsection.

(d) Except as provided in paragraph (e) of this subsection, when an order contains brand name specifications, the ordering activity shall post the following information along with the Request for Quotation (RFQ) to e-Buy (<http://www.ebuy.gsa.gov>):

(1) For proposed orders exceeding \$25,000, but not exceeding the simplified acquisition threshold, the documentation required by paragraph (f) of this subsection.

(2) For proposed orders exceeding the simplified acquisition threshold, the justification required by paragraph (g) of this subsection.

(e) The posting requirement of paragraph (d) of this subsection does not apply when—

(1) Disclosure would compromise the national security (*e.g.*, would result in disclosure of classified information) or create other security risks. The fact that access to classified matter may be necessary to submit a proposal or perform the contract does not, in itself, justify use of this exception;

(2) The nature of the file (*e.g.*, size, format) does not make it cost-effective or practicable for contracting officers to provide access through e-Buy; or

(3) The agency's senior procurement executive makes a written determination that access through e-Buy is not in the Government's interest.

(f) *Orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold as defined in 2.101.* For proposed orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold, the ordering activity contracting officer shall document the circumstances when restricting consideration.

(g) Orders exceeding the simplified acquisition threshold.

(1) For proposed orders exceeding the simplified acquisition threshold, the requiring activity shall assist the ordering activity contracting officer in the preparation of the justification. The justification shall cite that the acquisition is conducted under the authority of the Multiple Award Schedule Program (see 8.401).

(2) As a minimum, each justification shall include the following information:

(i) Identification of the agency and the contracting activity, and specific identification of the document as a "Limited Source Justification."

(ii) Nature and/or description of the action being approved.

(iii) A description of the supplies or services required to meet the agency's needs (including the estimated value).

(iv) Identification of the justification rationale (see 8.405-6(a) and (b)) and, if applicable, a demonstration of the proposed contractor's unique qualifications to provide the required supply or service.

(v) A determination by the ordering activity contracting officer that the order represents the best value consistent with 8.404(d).

(vi) A description of the market research conducted among schedule holders and the results or a statement of the reason market research was not conducted.

(vii) Any other facts supporting the justification.

(viii) A statement of the actions, if any, the agency may take to remove or overcome any barriers that led to the restricted consideration before any subsequent acquisition for the supplies or services is made.

(ix) The ordering activity contracting officer's certification that the justification is accurate and complete to the best of the contracting officer's knowledge and belief.

(x) Evidence that any supporting data that is the responsibility of technical or requirements personnel (*e.g.*, verifying the Government's minimum needs or requirements or other rationale for limited sources) and which form a basis for the justification have been certified as complete and accurate by the technical or requirements personnel.

(h) Justification approvals.

(1) For proposed orders exceeding the simplified acquisition threshold, but not exceeding \$550,000, the ordering activity contracting officer's certification that the justification is accurate and complete to the best of the ordering activity contracting officer's knowledge and belief will serve as approval, unless a higher approval level is established in accordance with agency procedures.

(2) For a proposed order exceeding \$550,000, but not exceeding \$11.5 million, the justification must be approved by the competition advocate of the activity placing the order, or by an official named in paragraph (h)(3) or (h)(4) of this subsection. This authority is not delegable.

(3) For a proposed order exceeding \$11.5 million, but not exceeding \$57 million (or, for DoD, NASA, and the Coast Guard, not exceeding \$78.5 million), the justification must be approved by—

(i) The head of the procuring activity placing the order;

(ii) A designee who—

(A) If a member of the armed forces, is a general or flag officer;

(B) If a civilian, is serving in a position in a grade above GS-15 under the General Schedule (or in a comparable or higher position under another schedule); or

(iii) An official named in paragraph (h)(4) of this subsection.

(4) For a proposed order exceeding \$57 million (or, for DoD, NASA, and the Coast Guard, over \$78.5 million), the justification must be approved by the senior procurement executive of the agency placing the order. This authority is not delegable, except in the case of the Under Secretary of Defense for Acquisition, Technology, and Logistics, acting as the senior procurement executive for the Department of Defense.

C.2 OTHER CONSIDERATIONS

C.2.1 Funding

BPA's do not obligate funds. The Government is obligated only to the extent of authorized orders made under the BPA. There is no limit on the dollar value of task order purchases made under the BPA. The maximum order threshold outlined in the GSA IT and MOBIS Schedules is for discounting purposes only and does not limit the dollar value of an order.

C.2.2 Period of Performance

BPA's generally will not exceed five years in length. Vendors may be awarded BPA's that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

C.2.3 Task Orders

To the fullest extent practicable, performance based contracting as defined in FAR 37.6, will be utilized at the task order level. The vendor will furnish all services in accordance with the specific requirements outlined in task orders issued by the individual ordering agency.

C.2.4 Security

Homeland Security Presidential Directive (HSPD-12) mandates the issuance of a common form of identification for all Federal employees and contractors for use in accessing Government-controlled facilities and information systems. **President Bush signed HSPD-12 Policy for a Common Identification Standard for Federal Employees and Contractors**, on August 27, 2004. Personal Identity Verification (PIV) standards were published on February 25, 2005, in response to HSPD-12. In accordance with this Directive, new PIV processes for issuing identification cards to new employees and contractors were implemented October 27, 2006.

Vendors are expected to comply with all provisions of HSPD-12. All vendors will also be required to comply with any applicable task order level security clauses and provisions.

C.2.5 Government Furnished Equipment and Information

The ordering agency may provide the vendor with some of the necessary information, equipment, and/or office space required to perform the services outlined. The vendor shall at all times protect and preserve from loss, damage or harm, all materials, information and data, supplies and equipment of every description, including that which may be Government furnished or Government owned.

The vendors shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum Federal standards. Vendors must also explain and certify that its subcontractor(s) will adhere to the same minimum Federal standards when working with sensitive data. Additionally, the vendor will not be allowed to 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.

C.2.6 Deliverables

All deliverables must meet the requirements set forth in ordering agency task orders. Vendors will be responsible for delivering all end items specified.

C.2.7 Evaluation of Contractor Performance at the Task Order Level

Interim and final evaluations of vendor performance will be prepared in accordance with FAR Subpart 42.1500. Final performance evaluations may be prepared by Contracting Officer's Technical Representatives (COTRs), at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by COTRs, annually to coincide with the anniversary date of requirements.

C.2.8 Administrative Considerations

GSA will administer the BPAs. However, customer agencies and organizations will be responsible for awarding, funding, and administering their own task orders.

All questions concerning these BPAs will be directed to the BPA Contracting Officers identified in section C.5. The listed BPA Contracting Officers are the only individuals with the authority to modify the terms and conditions of the BPAs.

C.2.9 Correspondence

All correspondence, including invoices (that proposes or otherwise involves waivers, deviations, or modifications to requirements) shall be provided to the Contracting Officer (CO) issuing the task order and the Contracting Officer's Technical Representative (COTR) supporting the CO.

C.2.10 Contracting Officer's Technical Representative (COTR)

The COTR is the individual within a program management function who has overall technical responsibility for efforts. The COTR supports the CO during administration of each task order by:

- 1) Making final decisions regarding any recommended rejection of deliverables;
- 2) Providing technical clarification relative to overall workload matters;
- 3) Providing advice and guidance to the vendor in the preparation of deliverables and services;
- 4) Providing acceptance of deliverable products to assure compliance with requirements.

The COTR also provides technical direction to the vendor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish tasks. Technical direction shall be within the general statements of work. COTRs do NOT have the authority to and may NOT issue any technical direction which:

- 1) Constitutes an assignment of work outside the general scope of efforts;
- 2) Constitutes a change as defined in the "Changes" clause;
- 3) In any way causes an increase or decrease in cost or the time required for performance;
- 4) Changes any of the terms, conditions, or other requirements; and
- 5) Suspends or terminates any portion of efforts.

All technical direction that affects the scope of tasks shall be issued in writing by the COTR or will be confirmed by the COTR. A copy of the written direction shall be furnished to the CO.

In addition to providing technical direction, the COTR will:

- 1) Monitor vendor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in requirements;
- 2) Assist vendors in the resolution of technical problems encountered during performance; and
- 3) Perform inspections and acceptance or recommendations for rejection of vendor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that may be specified.

If in the opinion of the vendor, any instruction or direction issued by a COTR is outside of their specific authority, the vendor shall not proceed but shall notify the CO in writing within five (5) working days after receipt of any instruction or direction.

C.2.11 Section 508 Compliance

(1) 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 with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities.

(2) All EIT procured under the resultant BPAs must meet the following 36 CFR 1194 accessibility standards. The full text of the accessibility standards is available at: <http://www.access-board.gov/sec508/standards.htm>.

(3) 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.

C.2.12 Privacy Act

Anticipated work under task orders placed against resultant BPAs may require that vendor personnel have access to Privacy Information. Vendor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

C.2.13 Clauses

In addition to the terms and conditions and pricing established in the resultant BPA, all terms and conditions of the contractors' MOBIS and IT contracts will apply to task orders issued by ordering agencies. The terms and conditions of a contractor's MOBIS and IT Schedule contracts take precedence over the BPA terms and conditions. The BPA terms and conditions take precedence over the task order terms and conditions.

The following clauses are hereby incorporated into this agreement:

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

- (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 insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

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.

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 subparagraph (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.

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.
- (c) 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.

C.3. OTHER PERFORMANCE REQUIREMENTS

C.3.1 Professional Conduct-Confidential Treatment of Sensitive Information

The vendor shall guarantee strict confidentiality of the information/data that is provided by the Government during the performance of the contract. The Government has determined that the information/data that the vendor will be provided during the performance of this effort is of a sensitive nature and cannot be disclosed in any manner.

The vendor, in whole or in part, shall make disclosure only of the information/data, after the vendor receives prior written approval from the GSA Contracting Officer. Whenever the vendor is uncertain with regard to the proper handling of information/data under this effort, the vendor shall obtain a written determination from the CO.

Vendor personnel assigned to performance of work under any task order must be acceptable to the Government in terms of personal and professional conduct. If at any time during performance of a task order, vendor personnel are deemed unacceptable (e.g. security risk, drug use, or any other unacceptable behavior), the vendor's Project Manager will be responsible for the immediate removal of that person from the facility and the task order and replaced with acceptable personnel. Upon removal or completion, the vendor's personnel shall immediately return any facility access materials/passes to the CO.

C.3.2 Disclosure of Information

Information made available to the vendor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer (CO).

The vendor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each vendor or employee of the vendor to whom information may be made available or disclosed shall be notified in writing by the vendor that such information may be disclosed only for a purpose and to the extent authorized herein.

If the constituent or Government personnel is at risk from fraudulent actions, the Government does not get access to the constituent's or Government personnel's personal information. Any request for Inter-agency sharing of information about individuals shall comply with Office of Management and Budget Memorandum M-01-05, <http://www.whitehouse.gov/omb/memoranda/m01-05.html> (Attachment 1). For the purposes of this document, "constituent" is defined as "US citizen(s) not employed by the Federal Government."

The vendor shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum Federal standards. The vendor must also certify that its subcontractor(s) will adhere to the same minimum Federal standards when working with sensitive data.

Additionally, the vendor 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 shall not be prohibited.

C.3.3 Standards of Conduct

(a) The vendor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The vendor is also responsible for ensuring that its employees and those of its subcontractor(s) do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its clientele, and the contents and property of the federal building(s) in which task order work may be performed. Each employee or supervisor of the vendor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

(b) The vendor will be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

(c) Where applicable, the standards of conduct requirements must be expressly incorporated into subcontract(s) and must be applicable to all subcontractor employees who may perform recurring services or work at the federal building and grounds

(d) The Government retains the right to permanently remove any employee of the vendor from performing duties assigned at the federal building should the employee's performance so warrant. The Government will request the vendor to immediately remove any employee of the from the federal building/work-site should it be determined by the Contracting Officer that the individual employee of the vendor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a federal building. The following areas (not all-inclusive) are considered justification for requesting the vendor to immediately remove an employee from a federal building/work site:

(i) Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;

(ii) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;

(iii) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participation in disruptive activities which interfere with the normal and efficient operations of the Government;

(iv) Theft, vandalism, immoral conduct, or any other criminal actions;

(v) Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;

(vi) Improper use of official authority or credentials, as a supervisor or employee of the vendor;

(vii) Violation of agency and vendor security procedures and regulations; and

(viii) Violation of the rules and regulations governing federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 *Conduct on Federal Property*.

(e) Following a recommendation from an agency program official or security officer, the Contracting Officer will make all determinations regarding the removal of any employee of the vendor from and denial/termination of clearance and access to the federal building worksite for non-performance, misconduct, or failure to abide by all laws and regulations. The Contracting Officer will verbally inform the vendor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the vendor in writing. In the event of a dispute, the Contracting Officer will make a final determination.

(f) Upon a determination of the Government that an employee of the vendor be removed from or denied access to a federal building worksite, the employee's clearance and access to the federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the federal building.

C.4 AUTHORIZED USERS

Authorized users of the established BPAs are outlined in GSA Order ADM 4800.2E.

GSA obtained approval of a deviation to subparagraph (a)(4) of FAR 8.405-3 in order to allow the establishment of Governmentwide BPAs against a Schedule contract without having prior identification of the participating agencies and their estimated requirements at the time the BPA is established.

C.5 BPA POINTS OF CONTACT

BPA Contracting Officer

D.1 REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued in accordance with FAR 8.4 procedures for the purpose of establishing a Governmentwide Blanket Purchase Agreement for independent risk analysis services. The scope of services is as described under Section B.2 STATEMENT OF WORK and involves a Multiple Award Schedule solution that requires both SIN 874 1 *Consulting Services* under the MOBIS Schedule and SIN 132 51 *Information Technology Services* under the IT Schedule.

D.2 INSTRUCTIONS TO CONTRACTORS

D.2.1 Submission of Quotes

Quotes are due not later than **3:00 p.m. Eastern Daylight Time (EDT), Monday, August 6, 2007**. All quotes must be submitted to the address below:

Any quote or revision received after the due date and time set forth above will not be evaluated.

D.2.2 General Instructions

Quotes shall clearly demonstrate understanding of both general and specific requirements, as well as convey the vendor's capability of transforming its understanding into successful performance under a BPA task order.

Information requested herein must be furnished in writing and be fully and completely in compliance with RFQ instructions. The information requested and the manner of submission is essential for prompt evaluation of all quotes on a fair and uniform basis. Elaborate artwork, letters of commendation, expensive paper and bindings, and costly visual and other presentations are neither necessary nor desired.

GSA will provide timely notification to unsuccessful vendors. If an unsuccessful vendor requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided in accordance with FAR 8.405-2.

GSA will retain one copy of each quote, successful or unsuccessful, and the remainder will be destroyed. All quotes will be handled in accordance with FAR 3.104. Vendors are encouraged to mark the cover page and each page believed to contain sensitive information with the legend "Proprietary Information."

D.2.3 Quote Content

Each quote must clearly demonstrate understanding of both general and specific technical requirements. Clarity and completeness are of the utmost importance. Quotes must therefore be written in a practical, clear, and concise manner. Vendors should review their MOBIS and IT Schedule contracts to ensure that quotes are consistent with current terms and conditions. Failure to address any requirements of the RFQ may result in removal from consideration.

D.3 FORMAT FOR WRITTEN TECHNICAL

A complete quote will consist of: 1.) Cover Letter, 2.) Standard Form 1449, 3.) Contractor Team Arrangement Document (if applicable), 4.) Volume 1 – Technical, 5.) Volume 2 – Price, and 6.) Oral Presentation Slides. Quotes must be assembled in this order with each section clearly labeled.

Vendors shall submit one (1) original and four (4) copies of their quote. Each quote must be submitted in a single three-ring binder clearly marked 'Original' or 'Copy' and showing the name and address of the vendor. Quotes shall be legible, single-spaced, and typewritten (single-sided or double sided) in a Times

New Roman, 12-point type-size font, on 8 ½ x 11 inch paper. The pages of each section shall be separately numbered in Arabic numerals.

D.3.1 Cover Letter (limited to two (2) pages)

The cover letter shall provide a brief overview of the company. This information will not be used for evaluation purposes.

D.3.2 Standard Form 1449

An authorized official who can obligate the vendor shall sign the Standard Form 1449, with blocks 17a, 17b, 30a, 30b, and 30c completed. "Fill-in" information should be in **bold** typeface to make the vendor's responses more easily identifiable.

D.3.3 Contractor Team Arrangement Document (no page limitation)

A GSA Schedule Contractor Team Arrangement (CTA) is an arrangement between two or more GSA Schedule vendors to work together to meet agency requirements. Each team member has privity of contract and can interact directly with the Government. For more information, see <http://www.gsa.gov/contractorteamarrangements>.

Schedule contractors' CTA agreements must designate all team members, their corresponding GSA Schedule contract numbers, and describe the tasks to be performed by each team member, along with the associated proposed prices (e.g., unit prices, labor categories, and hourly rates). The CTA must identify the team lead and its point of contact, and the CTA's management approach for distributing work to the individual team members responsible for delivery, warranty, and other issues.

Vendors shall submit a copy of their CTA Document. This document must, at a minimum, include the items addressed under *Elements of a Contractor Team Arrangement (CTA) Document*, which can be found at http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=10157&channelId=-13527&oid=8124&contentId=18047&pageTypeId=8199&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=FX7..

The CTA(s) quotes shall be evaluated the same as other quotes. Each quote submitted by a CTA must include adequate technical/management information for GSA to reasonably evaluate the merits of their submission. The formation of Schedule CTAs in response to the RFQ will result in BPAs that provide a teaming solution for the Government's independent risk analysis requirements.

D.3.4 Subcontracting

The Schedule contractor, and not its subcontractors, has privity of contract with the Government. The Schedule contractor is responsible for its subcontracting activities and can delegate responsibility for performance. Schedule contractors are limited to the supplies and services awarded under its own and its teaming partner's, if applicable, GSA Schedule contract.

If a Schedule contractor plans to utilize a subcontractor to perform the services under either SIN 874 1 or SIN 132 51, the contractor will be required to clearly describe in its technical submission the subcontractor's experience and technical capabilities that enable the subcontractor to provide the services proposed.

D.3.5 Volume 1 – Technical (limited to 26 pages total – see below for specifics)

Volume 1 - Technical is comprised of the following: Technical Approach, Management Approach, Experience, and Past Performance.

Technical Approach (limited to nine (9) pages)

The vendor shall demonstrate the knowledge, understanding, and capability to perform independent risk analysis services as outlined in Section B.2 STATEMENT OF WORK. At a minimum, the following items must be discussed:

- Vendor's certification of an analysis of metadata concerning the breached records
- Issuance of an opinion as to the probability that data may be used or not used to harm the individuals which it identifies
- Strategy to investigate compromised systems and networks for trends or unusual patterns
- Use of appropriate safeguards to protect the privacy of personal data being analyzed and maintain its security in accordance with minimum Federal standards
- Privacy Act expertise in regards to data breach remediation, and compliance with Federal information assurance laws, regulations and guidelines
- Ability to provide progress reports or ad hoc reports
- Ability to assist ordering agencies in development of risk mitigation plan
- Ability to provide expedited services to meet scheduled dates
- Ability to provide data structures and data formats for analysis and reporting
- Capacity of risk analysis hardware, software, and facilities and historical data possessed by the firm or partnering firms
- Integration, segregation, coordination, and distribution of work (among CTA members and subcontractors, if applicable) using MOBIS Schedule SIN 874 1 and IT Schedule SIN 132 51

Management Approach (limited to nine (9) pages)

The vendor shall describe the business approach, management approach, techniques, and tools that will result in exemplary performance of independent risk analysis services to include high quality service, adherence to professional and privacy standards, and excellent customer service. At a minimum, the following items must be discussed:

- Implementations of quality controls that will ensure deliverables meet the terms, conditions, and standards outlined in the BPA and task orders.
- Process for efficiently managing work among CTA members (and subcontractors, if applicable)
- Management of task orders including planning, reporting, tracking and execution, staffing, and managing personnel changes
- Details of training of key staff in risk management, risk analysis and staff with relevant certifications

Experience (limited to six (6) pages)

The vendor shall demonstrate breadth and depth of experience in delivering independent risk analysis services by describing three (3) separate projects completed in the past three (3) years that are similar in scope and complexity to services described under Section B.2 STATEMENT OF WORK. For each project, the narrative must outline the following:

- Client name and point of contact (include name, title, telephone number, address, and email address)
- Client type (e.g. state government, nonprofit organization, financial corporation, etc.)
- Total dollar amount of project
- Period of performance
- Background information on the project
- Size of breach (number of records exposed)
- Risk level of breach – high/medium/low
- Tasks performed and the methodology utilized, including:
 - Comparative sample size
 - Statistical analysis methods
 - Software tool(s) used
 - Capacity to provide reports on risk analysis and to certify potential level of harm
- Deliverables and final recommendations

Past Performance (limited to two (2) pages)

The vendor shall list three (3) projects completed in the last three (3) years that are similar in scope and complexity to services described under Section B.2 STATEMENT OF WORK. GSA will contact references to obtain information on how well the vendor performed on similar work in the past. Vendors are responsible for ensuring that contact information is current and accurate.

For each project, the vendor must provide the following:

- Brief summary of project
- Description of the services provided
- Client name and point of contact (include name, title, telephone number, address, and email address)
- Total dollar amount of project
- Period of performance

In addition to the above, the vendor shall list any contract under which it received a cure notice, show cause letter, or that was terminated for cause or for the convenience of the Government within the past three (3) years. Briefly explain the facts and circumstances surrounding each action. If no such action was taken, please state as much under this section.

D.3.6 Volume 2 – Price (no page limitation)

Volume 2 – Price consists of pricing proposed for performance of independent risk analysis services and shall be based solely on the rates awarded under MOBIS Schedule SIN 874 1 and IT Schedule SIN 132 51. GSA expects each quote to reflect significant discounts off of Multiple Award Schedule prices. Quotes that fail to provide proposed pricing will be removed from consideration.

Quoted prices must be adjusted to include a 2% Acquisition, Contracting, and Technical (ACT) Fee. This fee is similar to the 0.75% Industrial Funding Fee already included in awarded rates in that it is charged to ordering agencies to cover GSA's cost of establishing and administering these BPAs. No proposed rate shall exceed the MAS rate. The vendor shall be responsible for quarterly remittance of the ACT Fee based on the total dollar value of orders placed under the BPA. The ACT Fee must be paid to GSA in U.S. dollars within 30 calendar days after the end of each reporting quarter.

Proposed prices shall cover the one-year base period and four option periods separately--total pricing shall be for the five-year period. Proposed pricing must detail the currently awarded Schedule rate, the applicable BPA discount, the BPA rate, and the BPA rate inclusive of the 2% ACT Fee. A complete copy of the vendor's current Authorized Federal Supply Schedule Price List for its MOBIS and IT contracts must also be provided. GSA will verify that proposed services and prices are consistent with the vendors' MOBIS and IT Schedule contracts.

D.4 ORAL PRESENTATIONS

The purpose of oral presentations is to allow vendors to present their technical and management approach of their solution. For this RFQ vendors shall analyze four (4) data breach scenarios and develop responses. Vendors shall clearly outline their solutions, which will be referred to as a sample opinion letter. The opinion letters shall be submitted with the initial Presentation Slides.

Enclosed in Attachment 3 are descriptions of typical data breach scenarios that the vendor will be called upon to solve during performance under the established BPAs. Vendors are required to submit one-page sample opinion letters for each scenario outlined and be prepared to discuss the following:

- A. The necessary tasks and services required for each sample scenario

- B. The methodology used to determine the level of risk associated with a data breach for potential misuse of the missing data
- C. Vendor's certification of an analysis of metadata concerning the breached records, and issuance of an opinion as to the probability that data may be used or not used to harm the individuals which it identifies
- D. The content of sample opinion letters
- E. How the company caveats its deliverables to indemnify itself and the ordering agencies
- F. Vendor's assessment of the challenges and risk associated with performance and how it would manage them
- G. The vendor's ability to provide expedited "ramp-up" services to meet aggressive scheduled dates

All data presented and discussed during the oral presentation will be evaluated to determine the contactor's capability to perform independent risk analysis. Information contained on slides but not covered during the oral presentation will not be considered. The vendor must demonstrate a clear technical understanding of the independent risk analysis services to be performed under the resultant BPA.

D.4.1 Oral Presentation Structure

- 1.) Oral presentations will be held from Tuesday, August 21, 2007 to Thursday, August 23, 2007, at the **General Services Administration, Crystal Plaza 4, 2200 Crystal Drive, Room 7061, Arlington, VA 22202**. The order in which vendors will make their presentations will be determined via a lottery drawing after receipt of quotes. The Contracting Officer will notify vendors of the scheduled date and time of their presentation by 6:00 p.m. EDT on Tuesday, August 7, 2007. Once notified of their scheduled presentation date and time, vendors shall complete their presentations on the date and time assigned. GSA reserves the right to reschedule any vendor's oral presentation at its sole discretion.
- 2.) A vendor's oral presentation shall be made by one or more individuals who are primarily responsible for performance under any resultant BPA. This person must be a corporate official able to legally bind the company. No professional presenters will be allowed. The maximum number of presenters is three (3). No more than three (3) additional vendor representatives may attend the oral presentation.
- 3.) Length: The vendor is limited to a maximum of 12 presentation slides. The vendor will be given 15 minutes for set-up. After Government opening remarks and introductions of Government personnel, the vendor will be given 45 minutes to present. This includes any introduction of vendor personnel. The presentation will be stopped precisely after 45 minutes.
- 4.) After completing the presentation, the Government will caucus to formulate questions regarding the oral presentation and any past performance checks. The Contracting Officer will determine how the evaluation team will pose questioning to the vendor. The Q&A session is intended to last 30 minutes. The Contracting Officer may elect to extend this to better understand the vendor's quote. If necessary, the vendor may briefly caucus to coordinate responses to specific questions or clarifications. The total presentation, caucus, and Q&A session is expected to last about two (2) hours.
- 5.) Limitation of Presentation Media: Only original copies of the vendor's presentation slides may be used in the oral presentation. No deviation from the originally submitted presentation slides will be allowed.
- 6.) Presentation media is limited to computer-based graphics of the vendor's choice. Unobtrusive company logos or names may be inserted in any or all presentation slides. Presentation slides should be sequentially numbered in the lower right hand corner and shall utilize a font size that is clearly readable from the back of a normal sized conference room. Except for the video projector screen and CPU with keyboard, the Government will not provide any additional presentation equipment.
- 7.) Price information shall not be included in the vendor's oral presentation.
- 8.) The Government reserves the right to videotape or audio record all oral presentations and any subsequent Q&A discussion. The vendor is not permitted to record its oral presentation.

9.) Neither the oral presentation nor the Q&A session will constitute discussions; nor will they obligate the Government to conduct discussions, solicit, or consider any revisions.

D.5 EVALUATION

D.5.1 Basis for Award – Blanket Purchase Agreements

Evaluations will be conducted in accordance with the FAR Part 8.4. BPAs will be established with the vendor or vendors whose quotes represent the best value to the Government.

D.5.2 Evaluation Process

GSA will determine best value to the Government based on evaluation of price with non-price factors considered. However, the Government will not make an award at a significantly higher overall price to achieve only slightly superior performance capabilities.

The Government may be required to make tradeoffs when no contractor clearly provides the best value to the Government on all the evaluation factors, but one is better in some area and another is better in others. The contracting officer will compare the quality of non-price factors among the competing quotes and determine whether the benefits associated with certain non-price factors warrant the difference in price. The contracting officer has broad discretion in determining the manner and extent of the technical and price evaluations. The contracting officer will examine data supporting the decision to ensure that the evaluation was reasonable and consistent with the stated evaluation criteria.

D.5.3 Evaluation Factors

GSA will evaluate each quote using the following evaluation factors:

- Technical Approach
- Management Approach
- Experience
- Past Performance
- Price (including discount terms)

Evaluation factors other than price, when combined, are equal to price.

Technical Approach will be evaluated based upon vendor's ability to effectively demonstrate the knowledge, understanding, and technical capability to provide independent risk analysis services as outlined in Section B.2 STATEMENT OF WORK. Vendors must demonstrate experience in analysis of metadata, pattern analysis, risk analysis, data breach analysis and response, privacy impact analysis, statistical analysis, and providing reports on the probability that breached data has been used to cause harm.

Management Approach will be evaluated to ensure that vendors will provide high quality services, adhere to professional and privacy standards, and provide excellent customer service. The Government will use oral presentations to evaluate vendors' understanding of independent risk analysis

Experience will be evaluated to determine the vendor's breadth and depth of experience in delivering independent risk analysis services similar in scope and complexity to that described under Section B.2 STATEMENT OF WORK.

Past performance information will be used to evaluate how vendors performed on similar work in the past. This may include collecting data from various Federal, state, and local past performance databases including but not limited to the Past Performance Information Retrieval System (PPIRS) and Contractor Assist Visit reports (CAV). The contracting officer and the technical evaluation team may research vendor performance on any known Federal, state, local, and commercial contract. Additionally, the technical evaluation team may utilize personal knowledge of a vendor's performance, as long as sufficient documentation exists to support their position.

Vendors will be given an opportunity to explain the relevancy of the information on past performance provided and respond to any negative past performance information to which the vendor has not previously had an opportunity to respond. If the vendor has not done relevant work in the past, then the vendor will not be evaluated favorably or unfavorably on past performance.

The Government will evaluate the proposed prices of each technically acceptable quote. GSA may choose not to establish BPAs with vendors whose prices do not include discounts from their Schedule contracts. Quotes that include services and pricing not consistent with a vendor's awarded Schedule contract will be removed from consideration.

D.5.4 Award of Initial Quotes

Each quote should be submitted with the most favorable pricing and technical terms the vendor can provide to the Government. GSA intends to:

- Establish BPAs based on initial quotes. Vendors taking exception to any terms and conditions may be removed from consideration.
- Establish BPAs without discussions. However, the Contracting Officer reserves the right to hold discussions if necessary. If discussions are conducted, they will occur at the time and place designated by the Government.
- Establish one or more BPAs for independent risk analysis services.
- Establish BPAs with vendors that represent the best value to the Government by furnishing notice of the award to the successful vendor or vendors

Additionally, authorized users intend to, but do not guarantee to, award a task order shortly after GSA establishes BPAs for these services.

D.6 GOVERNMENT POINTS OF CONTACT FOR RFQ

D.7 RFQ QUESTIONS

Submit all questions concerning this RFQ in writing via email to . @gsa.gov. All questions must be received not later than 3:00 p.m. EDT, Thursday, July 26, 2007. Answers to all written questions will be provided to all prospective vendors on Tuesday, July 31, 2007, giving due regard to the proper protection of proprietary information.

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

Attachment 1 Contract Clauses for Schedule 70

Contract Clauses For Schedule : 070 - Solicitation: FCIS-JB-980001-B Refresh 17			
Clause Number	Clause Title	Issue Date	Clause Type
52.202-1	DEFINITIONS	JUL 2004	
52.203-3	GRATUITIES	APR 1984	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	(ALTERNATE I - OCT 1995)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000	
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 1995	
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	OCT 2003	(TAILORED)(DEVIATION - MAY 2003)
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS	JAN 2005	070 (TAILORED)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997	(ALTERNATE IV - OCT 1997)(VARIATION I-AUG 1997)
52.216-18	ORDERING	OCT 1995	(VARIATION - OCT 1995)(FCI DEVIATION - MAY 2003)
52.216-19	ORDER LIMITATIONS	OCT 1995	(VARIATION I-AUG 1999) (DEVIATION SEP 2003)
52.216-22	INDEFINITE QUANTITY	OCT 1995	(VARIATION-OCT 1995)(DEVIATION - MAY 2003)
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996	
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004	
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2002	
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	
52.222-26	EQUAL OPPORTUNITY	APR 2002	
52.222-3	CONVICT LABOR	JUN 2003	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	
52.222-48	EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE.	AUG 1996	

	CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT-CONTRACTOR CERTIFICATION		
52.222-6	DAVIS-BACON ACT	FEB 1995	
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	
52.224-2	PRIVACY ACT	APR 1984	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003	
52.225-5	TRADE AGREEMENTS	JAN 2005	
52.227-14	RIGHTS IN DATA-GENERAL	JUN 1987	
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987	070 (DEVIATION - MAY 2003)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	
52.229-1	STATE AND LOCAL TAXES	APR 1984	(DEVIATION - MAY 2003)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	(DEVIATION - MAY 2003)
52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984	
52.232-17	INTEREST	JUN 1996	(DEVIATION - MAY 2003)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	(DEVIATION - MAY 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003	
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999	
52.232-36	PAYMENT BY THIRD PARTY	MAY 1999	(DEVIATION - MAY 2003)
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999	
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS	DEC 2002	(ALTERNATE II - FEB 2002) (DEVIATION - MAY 2003)
52.233-1	DISPUTES	JUL 2002	
52.233-3	PROTEST AFTER AWARD	AUG 1996	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	(DEVIATION - MAY 2003)
52.237-3	CONTINUITY OF SERVICES	JAN 1991	(DEVIATION - MAY 2003)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	(DEVIATION - MAY 2003)
52.242-13	BANKRUPTCY	JUL 1995	(DEVIATION - MAY 2003)
52.242-15	STOP-WORK ORDER	AUG 1989	
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	(DEVIATION - MAY 2003)
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	(DEVIATION - MAY 2003)
52.247-34	F.O.B. DESTINATION	NOV 1991	(DEVIATION - MAY 2003)
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION	APR 1984	(DEVIATION - MAY 2003)
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION	APR 1984	
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 2003	(ALTERNATE I - APR 2003)
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998	070
552.203-71	RESTRICTION ON ADVERTISING	SEP 1999	

552.211-15	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS	SEP 2004	
552.211-75	PRESERVATION, PACKAGING, AND PACKING	FEB 1996	(ALTERNATE I - MAY 2003)
552.211-77	PACKING LIST	FEB 1996	(ALTERNATE I - MAY 2003)
552.211-78	COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)	FEB 1996	(DEVIATION - MAY 2003)
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE)	AUG 1997	
552.212-71	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS	JUL 2003	070 (FCI DEVIATION - DEC 1997)
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE)	JUL 2003	
552.215-72	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	AUG 1997	
552.216-70	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS	SEP 1999	(ALTERNATE I-SEP 1999)
552.216-72	PLACEMENT OF ORDERS	SEP 1999	(ALTERNATE III - MAY 2004)
552.228-70	WORKERS' COMPENSATION LAWS	SEP 1999	
552.229-71	FEDERAL EXCISE TAX-DC GOVERNMENT	SEP 1999	
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999	(DEVIATION - MAY 2003)
552.232-74	INVOICE PAYMENTS	SEP 1999	
552.232-78	PAYMENT INFORMATION	JUL 2000	
552.232-79	PAYMENT BY CREDIT CARD	MAY 2003	
552.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989	(DEVIATION FAR 52.232 8) (ALTERNATE I - MAY 2003)
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES	MAY 2003	
552.232-82	CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS	MAY 2003	
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES	MAY 2003	
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)	SEP 1991	
552.238-71	SUBMISSION OF AUTHORIZED FSS SCHEDULE PRICELISTS	SEP 1999	070 (FCI DEVIATION)(ALTERNATE I - MAY 2003)
552.238-72	IDENTIFICATION OF ENERGY-EFFICIENT OFFICE EQUIPMENT AND SUPPLIES CONTAINING RECOVERED MATERIALS OR OTHER ENVIRONMENTAL ATTRIBUTES	SEP 2003	
552.238-73	CANCELLATION	SEP 1999	
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING	JUL 2003	
552.238-75	PRICE REDUCTIONS	SEP 1999	(ALTERNATE I - MAY 2004)
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES)	MAY 2004	
552.238-78	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES)	MAY 2004	
552.238-78_Alt_I	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES)	MAY 2004	(ALTERNATE I - FEB 2007)
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES?COOPERATIVE PURCHASING	MAY 2004	

552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE)	JUL 2000	070 (FCI DEVIATION)
552.246-73	WARRANTY-MULTIPLE AWARD SCHEDULE	MAR 2000	(ALTERNATE I - MAY 2003)
C-FSS-370	CONTRACTOR TASKS / SPECIAL REQUIREMENTS	NOV 2001	
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT	MAY 2000	
C-FSS-427	ANSI STANDARDS	JUL 1991	
CI-FCI-2	SUBMISSION OF OFFERS-ADDITIONAL INSTRUCTIONS	MAR 2004	070
CSP-1	COMMERCIAL SALES PRACTICES FORMAT		070
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT	APR 1984	
D-FSS-477	TRANSSHIPMENTS	APR 1984	
F-FCI-003	PAST PERFORMANCE	MAR 2005	070
F-FCI-004	SALES AND SERVICE REQUIREMENTS	MAR 2005	070
F-FCI-005	INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES- PAST PERFORMANCE RESPONSIBILITY DETERMINATION	MAR 2005	070
F-FCI-202-G	DELIVERY PRICES	MAY 2003	070
F-FSS-202-F	DELIVERY PRICES	APR 1984	
F-FSS-230	DELIVERIES TO THE U.S. POSTAL SERVICE	JAN 1994	
G-FCI-910	DELIVERIES BEYOND THE CONTRACTUAL PERIOD-PLACING OF ORDERS	MAY 2003	070
G-FSS-900-C	CONTACT FOR CONTRACT ADMINISTRATION	JUL 2003	
G-FSS-906	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS)	JAN 1999	
G-FSS-907	ORDER ACKNOWLEDGEMENT	APR 1984	
I-FCI-108	CLAUSES FOR OVERSEAS COVERAGE	APR 2004	070
I-FCI-314	FOREIGN TAXES AND DUTIES	MAY 2003	070
I-FCI-594	PARTS AND SERVICE	MAY 2003	070
I-FCI-600	CONTRACT PRICE LISTS	JUL 2004	070
I-FCI-644	DEALERS AND SUPPLIERS	APR 2004	070
I-FSS-106	GUARANTEED MINIMUM	JUL 2003	
I-FSS-109	ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS	MAR 1998	
I-FSS-125	REQUIREMENTS EXCEEDING THE MAXIMUM ORDER	SEP 1999	
I-FSS-140-B	URGENT REQUIREMENTS	JAN 1994	
I-FSS-163	OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN)	APR 2000	
I-FSS-249-B	DEFAULT	MAY 2000	
I-FSS-40	CONTRACTOR TEAM ARRANGEMENTS	JUL 2003	
I-FSS-50	PERFORMANCE REPORTING REQUIREMENTS	FEB 1995	
I-FSS-597	GSA ADVANTAGE!	SEP 2000	
I-FSS-599	ELECTRONIC COMMERCE-FACNET	APR 1997	
I-FSS-60	PERFORMANCE INCENTIVES	APR 2000	
I-FSS-639	CONTRACT SALES CRITERIA	MAR 2002	
I-FSS-646	BLANKET PURCHASE AGREEMENTS	MAY 2000	

I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR	APR 1984	
I-FSS-91	SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE)	OCT 2000	
I-FSS-918	IMPREST FUNDS (PETTY CASH)	MAY 2000	
I-FSS-95	RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS	JUN 2003	
I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE	JAN 2002	
K-FSS-1	AUTHORIZED NEGOTIATORS	MAR 1998	
K-FSS-9	SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM	SEP 2000	

Attachment 2 Contract Clauses for Schedule 874

Contract Clauses For Schedule : 874 - Solicitation: TFTP-MC-000874-B Refresh 10			
Clause Number	Clause Title	Issue Date	Clause Type
52.202-1	DEFINITIONS	JUL 2004	
52.203-3	GRATUITIES	APR 1984	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003	
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	OCT 2003	
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS?COMMERCIAL ITEMS	JUL 2005	874
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997	(ALTERNATE IV - OCT 1997)(VARIATION I-AUG 1997)
52.216-18	ORDERING	OCT 1995	(VARIATION-OCT 1995)
52.216-19	ORDER LIMITATIONS	OCT 1995	(VARIATION I-AUG 1999) (TAILORED)
52.216-22	INDEFINITE QUANTITY	OCT 1995	(VARIATION-OCT 1995)
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999	
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	
52.232-17	INTEREST	JUN 1996	
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999	
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	AUG 2005	(ALTERNATE II FEB 2002)
52.242-13	BANKRUPTCY	JUL 1995	
52.247-29	F.O.B. ORIGIN	JUN 1988	
552.211-15	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS	SEP 2004	
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE)	AUG 1997	(TAILORED)
552.212-71	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS	JUL 2003	874
552.212-72	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS	SEP 2003	874
552.215-72	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	AUG 1997	
552.216-70	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS	SEP 1999	874 (ALTERNATE I-SEP 1999)
552.216-72	PLACEMENT OF ORDERS	SEP 1999	(ALTERNATE II-SEP 1999)(TAILORED)
552.229-71	FEDERAL EXCISE TAX-DC GOVERNMENT	SEP 1999	
552.232-23	ASSIGNMENT OF CLAIMS	SEP 1999	
552.232-74	INVOICE PAYMENTS	SEP 1999	

552.232-77	PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD	MAR 2000	(ALTERNATE I-MAR 2000)
552.232-78	PAYMENT INFORMATION	JUL 2000	
552.232-82	CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS	MAY 2003	
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES	MAY 2003	
552.238-71	SUBMISSION OF AUTHORIZED FSS SCHEDULE PRICELISTS	SEP 1999	(DEVIATION JUL 2004)
552.238-73	CANCELLATION	SEP 1999	
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING	JUL 2003	
552.238-75	PRICE REDUCTIONS	MAY 2004	
552.238-78_Alt_I	SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES)	MAY 2004	(ALTERNATE I - FEB 2007)
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE)	JUL 2000	
C-10FT-500	DELIVERY SCHEDULE (COMMERCIAL PROFESSIONAL SERVICES)		
C-FSS-370	CONTRACTOR TASKS / SPECIAL REQUIREMENTS	NOV 2003	
CSP-1	COMMERCIAL SALES PRACTICES FORMAT		874
D-FSS-10FT-500	PACKAGING AND PACKING (APPLIES TO DELIVERABLES ONLY)		
G-FSS-10FT-500	TASK ORDER INVOICE REQUIREMENTS		
G-FSS-900-C	CONTACT FOR CONTRACT ADMINISTRATION	JUL 2003	(TAILORED)
G-FSS-907	ORDER ACKNOWLEDGEMENT	APR 1984	
I-FSS-103	SCOPE OF CONTRACT-WORLDWIDE	JUL 2002	
I-FSS-106	GUARANTEED MINIMUM	JUL 2003	
I-FSS-108	CLAUSES FOR OVERSEAS COVERAGE	MAY 2000	
I-FSS-109	ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS	MAR 1998	
I-FSS-10FT-100	SUPPORT TO BE PROVIDED BY THE GOVERNMENT		
I-FSS-140-B	URGENT REQUIREMENTS	JAN 1994	
I-FSS-163	OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN)	APR 2000	
I-FSS-249-B	DEFAULT	MAY 2000	
I-FSS-314	FOREIGN TAXES AND DUTIES	DEC 1990	
I-FSS-40	CONTRACTOR TEAM ARRANGEMENTS	JUL 2003	
I-FSS-50	PERFORMANCE REPORTING REQUIREMENTS	FEB 1995	
I-FSS-597	GSA ADVANTAGE!	SEP 2000	
I-FSS-599	ELECTRONIC COMMERCE-FACNET	APR 1997	
I-FSS-60	PERFORMANCE INCENTIVES	APR 2000	
I-FSS-600	CONTRACT PRICE LISTS	JUL 2004	
I-FSS-639	CONTRACT SALES CRITERIA	MAR 2002	
I-FSS-646	BLANKET PURCHASE AGREEMENTS	MAY 2000	
I-FSS-680	DISSEMINATION OF INFORMATION BY CONTRACTOR	APR 1984	
I-FSS-95	RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS	JUN 2003	
I-FSS-965	INTERPRETATION OF CONTRACT REQUIREMENTS	APR 1984	

I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE	JAN 2002	874
K-FSS-1	AUTHORIZED NEGOTIATORS	MAR 1998	
K-FSS-9	SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM	SEP 2000	

Attachment 3-Data Breach Scenarios

Scenario 1

Agency X's Medical Center affiliated with a University Medical School reports that a hard drive is missing from its research department. It is unable to determine exactly how long the information has been missing. Agency X's Medical Center is certain that the storage device contained both Protected Health Information (PHI) and Personal Identifying Information (PII). The PII and PHI belongs to both 2800 Agency X and non-Agency X patients and 1060 Agency X's and non-Agency X clinicians. The device was password protected, but not encrypted. The storage device is an external hard drive and was kept in an office that was locked after hours. The office area is in the research department, and only individuals with electronic passkeys can access this area.

Scenario 2

The manager of a Community Based Outpatient Clinic is approached by one of the employees who has complained that a nurse has been looking at his electronic medical record. He wants something done. Upon review by the Information Security Officer, it is discovered that the nurse has access the records of every employee at the clinic. It has been noted that several employees have experienced some problems lately with their bank accounts.

Scenario 3

A clinician reports that his brief case has been stolen from his unlocked car in the Agency Y's parking lot. He reports that he had a copy of the medical records on several patients as well as his personal laptop in his briefcase. He states that he had no PII or PHI on his laptop and it was only for his personal use. He does not remember how many medical records he had, but they were from his clinic last week. The clinician had 42 patients on his schedule.

Scenario 4

The Administrative Officer of a research department of Agency Z reports a missing laptop that has not been accounted for in three years. The researcher that it was assigned to is no longer affiliated with the Agency Z. Upon contacting the researcher, they were informed that the laptop became nonfunctional, and the researcher claims to have thrown it in a dumpster to dispose of it. The laptop was used in a study of heart patients and contained the PII and PHI of 310 patients that had a cardiac catheterization performed 3-5 years ago.