



GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RK243295		PAGE 1 of 10	
2. TASK ORDER AGREEMENT NO. CW107276		3. Award/Effective Date See Block 30c.		4. CONTRACT NUMBER NCPA 16-11		5. SOLICITATION NUMBER Doc653520	
6. SOLICITATION ISSUE DATE 03/29/2023		7. FOR SOLICITATION INFORMATION CONTACT : Yolanda.mcdonald@dc.gov		8. OFFER DUE DATE: 04/05/2023		A. NAME Yolanda McDonald	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 330 South Washington, D.C. 20001		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS <input checked="" type="checkbox"/> Cooperative Agreement SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS Net 30 days	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP		5. CONTRACTOR / OFFEROR McKinsey & Company Inc. 1200 19th Street, N.W. Washington, D.C. 20036		16. PAYMENT WILL BE MADE BY CODE Office of Chief Technology Officer 200 I Street, S.E., Washington, D.C. 20003 www.vendorportal.dc.gov			
15A DUNS NO. 15B TAX ID NO.		17. DELIVER TO Office of Chief Technology Officer 200 I Street, S.E., Washington, D.C. 20003 www.vendorportal.dc.gov					
18A. CHECK IF THE REMITTANCE IS DIFFERENT AND PUT SUCH AN ADDRESS IN OFFER <input type="checkbox"/>		18B. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 16 UNLESS THE BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19 IEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY		22 UNIT	
0001		Cyber Security Plan		Lot		-----	
						23 UNIT PRICE -----	
						24 AMOUNT \$581,400.00	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOAL AWARD (FOR GOVT. USE ONLY) \$581,400.00			
27. A CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. THE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT, OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical Proposal.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Nate Brewer, Partner		29C. DATE SIGNED 04/10/2023		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Brenda Allen Contracting Officer		30C DATE SIGNED 4/10/2023	

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), seeks an experienced contractor to provide Cybersecurity Plan.

2. CONTRACT NUMBER

The District hereby issues this Task Order Contract based on CW101276.

3. SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- a. The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- b. The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and while on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

4. PRICE SCHEDULE

4.1 The District contemplates the award of a Firm Fixed Price Contract.

4.2 Base Year Price Schedule – Firm Fixed Price (Date of the award through three weeks)

Contract Line-Item Number (CLIN)	Item Description	Total Price
0001	Provide input into the Cybersecurity Plan in accordance with Section C.5.1	\$581,400.00
Base Year Total		\$581,400.00

5. TERM OF CONTRACT

The period of performance shall be three weeks from the date of award of this task order contract.

6. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Brenda Allen, Contracting Officer
Supervisory, Contract Specialist
Office of the Chief Technology Officer
The District of Columbia Government
Tel: (202) 251-2780
Email: Brenda.allen@dc.gov

7. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

7.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO.

7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

8. CONTRACT ADMINISTRATOR (CA)

8.1 The CA is responsible for the general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.
- b) Coordinating site entry for Contractor personnel, if applicable.
- c) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
- d) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- e) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.
- f) The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Suneel Cherukuri
Chief Information Security Officer
Office of the Chief Technology Officer (OCTO)
Government of the District of Columbia
Mobile: 202-853-2824
Email: suneel.cherukuri@dc.gov

- g) The CA shall NOT have the authority to:
 - a. Award, agree to, or sign any contract, delivery order, or task order. Only the CO shall make contractual agreements, commitments, or modifications.
 - b. Grant deviations from or waive any of the terms and conditions of the contract.
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor.
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.

- h) The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

9. PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.

- 9.1 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

10. INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

- 10.1 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number, which is listed on the Contractor's profile.
- 10.2 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

11. ORDERING

Services to be furnished under this contract will be ordered by the Contract Administrator specified in Section 7.

12. INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO, giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to the commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies (except for professional indemnity, cyber and employers' liability) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation/employers liability, cyber liability and professional liability insurance) shall include an ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be included as an additional insured on the applicable Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

OCP should collect, review for accuracy, and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with a minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury, \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by the District, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance, including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

E. CONTRACTOR'S PROPERTY. Contractors and subcontractors are solely responsible for any loss or

damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to: **The Government of the District of Columbia**

And mailed/emailed to the attention of:

Yolanda McDonald Contract, Specialist
Office of Contracting and Procurement
200 I Street, SE 5th Floor
Washington, DC 20003
Phone: (202) 727-8704
E-mail: Yolanda.mcdonald@dc.gov

The CO may request, and the Contractor shall promptly deliver, updated certificates of insurance, endorsements indicating the required coverages. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the District.

13. ATTACHMENTS

- 13.1 Attachment A – Scope of Work
Attachment B – Price Schedule

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), seeks an experienced contractor to provide Cybersecurity Plan.

A.2 APPLICABLE DOCUMENTS

None

A.3 BACKGROUND

The OCTO has been building a strategic technology plan to “unleash the possible” for DC in the digital age. A major component of OCTO’s ambition is to strengthen DC’s cybersecurity infrastructure and capabilities. With increasing cyber threats seeking to disrupt the day-to-day functioning of the Nation’s capital, it becomes even more important.

A.4 REQUIREMENTS

The Contractor shall provide the following:

A.4.1 The Contractor shall create a Cybersecurity Planning Committee and provide Cybersecurity Plan inputs for the following:

- a) Support the creation of the Committee: The Committee must include at least one representative from various relevant stakeholders, including OCTO, DC agencies, public education & health entities, and others.
- b) Develop Committee Playbook: Support the continuous and efficient operations of the Committee; the Contractor shall assist in the development of a Committee Playbook.
- c) Facilitate Committee Workshop sessions: Ensure that the Committee launches successfully and the Contractor support facilitation of Committee Workshop sessions.
- d) Map major existing cybersecurity efforts and plans: Document the current state, focusing on major efforts and plans currently underway, and compare them to the 16 required elements to identify any potential gaps and opportunity areas.
- e) Develop a high-level assessment of current capabilities: To understand better where gaps might exist between OCTO’s current capabilities and the requirements laid out by CISA. The Contractor shall also document DC’s existing cybersecurity capabilities at a high level.
- f) Develop vision and mission statements, goals and objectives, and success metrics: The Contractor shall outline DC’s cybersecurity vision and mission statements, serving as direct inputs for the plan, in addition to a list of goals, objectives, and success metrics.
- g) Define strategic approach against 16 required elements: Build out inputs for the plan based on CISA’s example template for SLCGP submission.
- h) Define implementation timeline and organization, roles, and responsibilities: Ensure that the objectives in the Cybersecurity Plan are actionable; the Contractor shall build an implementation

timeline and align this timeline against responsible owners, roles, and responsibilities.

- i) Develop high-level cost sizing for new projects: The Contractor shall develop a high-level cost sizing for new projects as required by SLCGP.

A.4.2 Deliverables

A.4.2.1 The Contractor shall deliver all items listed under “Attachment B” (Price Schedule).

A.4.2.2 The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section 11.6 with the following:

Contract Line-Item Number	Item	Unit Item	Method of Delivery	Due Date
1	Cybersecurity Committee Design and Playbook (C.5.1 a and b)	each	Emailed to Contract Administrator	Three weeks from the date of award
2	Notes from Committee kickoff and 1 st working session (C.5.1C)	each	Emailed to Contract Administrator	Three weeks from the date of award
3	Cybersecurity Vision & Mission statements, goals, and objectives (C.5.1 f)	each	Emailed to Contract Administrator	Three weeks from the date of award
4	Documentation of DC’s strategic approaches against~16 Cybersecurity elements (C.5.1 g)	each	Emailed to Contract Administrator	Three weeks from the date of award
5	List of major existing and new projects mapped to~16 Cybersecurity elements (C.5.1 h)	each	Emailed to Contract Administrator	Three weeks from the date of award
6	Implementation roadmap, including implementation timeline, roles, responsibilities, and high-level cost sizing for new projects (C.5.1 i)	each	Emailed to Contract Administrator	Three weeks from the date of award

ATTACHMENT B: Price Schedule

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), seeks an experienced contractor to provide Cybersecurity Plan.

B.2 The District contemplates the award of a firm fixed contract in accordance with 27 DCMR Chapter 24.

B.3 Price Schedule

B.3.1 Base Period (Date of Award through three weeks)

Line-Item Number	Item Description	Total Price
0001	Provide input into the Cybersecurity Plan in accordance with Section C.5.1	\$581,400.00

B.3.2 Order of Precedence

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

1. An applicable Court Order, if any
2. Task Order CW101276
3. Contract attachments