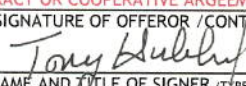
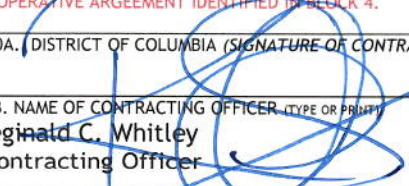


<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1. REQUISITION NUMBER <b>RK123221</b>		PAGE <b>1 of 60</b>		
2. TASK ORDER AGREEMENT NO. <b>CW73687</b>		3. Award/Effective Date <b>See Block 30c.</b>		4. CONTRACT NUMBER <b>GS-35F-0095W</b>		5. SOLICITATION NUMBER <b>Doc454741</b>		
7. FOR SOLICITATION INFORMATION CONTACT Email: <a href="mailto:yolanda.smith4@dc.gov">yolanda.smith4@dc.gov</a>		A. NAME <b>Yolanda Smith</b>		B. TELEPHONE (No Collect Calls) <b>202-727-2354</b>		6. SOLICITATION ISSUE DATE <b>07/19/2019</b>		
9. ISSUED BY  <b>Office of Contracting and Procurement          Information Technology Group          441 4<sup>TH</sup> Street, N.W., Suite 330 South          Washington, D.C. 20001</b>		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  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 <b>Net 30 days</b>		
5. CONTRACTOR / OFFEROR <b>KPMG, LLP          1676 International Drive          McLean, VA 22102          POC: Tony Hubbard          Telephone: (703) 286-8320          email: <a href="mailto:thubbard@kpmg.com">thubbard@kpmg.com</a></b>		16. PAYMENT WILL BE MADE BY CODE <b>Office of the Chief Technology Officer          Attn: Suneel Cherukuri          200 I Street, SE, 5<sup>th</sup> Floor          Washington, D.C. 20003  <a href="http://www.vendorportal.dc.gov">www.vendorportal.dc.gov</a></b>						
15A DUNS NO.      15B TAX ID NO.		17. DELIVER TO <b>Office of the Chief Technology Officer          Attn: Suneel Cherukuri          200 I Street, SE          Washington, D.C. 20003          (202) 741-5008</b>						
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18. ADMINISTERED BY <b>Office of the Chief Technology Officer          200 I Street, SE, 5th Floor          Washington, D.C. 20003</b>						
18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED  <input type="checkbox"/> SEE ADDENDUM								
19 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES				21 QUANTI TY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Assessment							\$83,422.52
0002	Cybersecurity Framework							\$92,798.52
0003	GAP Analysis							\$71,645.88
0004	District Data Center Plan and Directives							\$76,481.72
0005	Cybersecurity Policies, Legislation, and Regulations							\$84,013.88
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.					26. TOTAL AWARD (FOR GOVT. USE ONLY) <b>\$408,362.52</b>			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. 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 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.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 					30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <b>Tony Hubbard, Principal</b>		29C. DATE SIGNED <b>8.17.2019</b>		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>Reginald C. Whitley          Contracting Officer</b>		30C. DATE SIGNED <b>8/20/2019</b>		

## **Task Order Agreement No. CW73687**

### **1. SERVICES REQUIRED**

The Government of the District of Columbia, through the Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) awards a fixed price task order to KPMG, LLP, hereinafter referred to as "Contractor" or "KPMG," to assess and develop draft legislation, regulations, policies, standards, directives, which support the agency cybersecurity functions. The contractor will assess the current state of OCTO's existing legislation, business processes, and policies to determine where gaps exist; and develop a strategic cybersecurity framework.

### **2. CONTRACT NUMBER**

GS-35F-0095W

### **3. TASK ORDER NUMBER**

CW73687

### **4. TERM OF CONTRACT**

The base period of performance shall be from date of award through December 31, 2019.

### **5. 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:

Reginald C. Whitley  
Office of Contracting and Procurement  
200 I Street, SE Fifth Floor  
Washington, DC 20003  
Telephone: 202-478-5867  
E-mail: [reginald.whitley@dc.gov](mailto:reginald.whitley@dc.gov)

### **6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- 6.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.2** 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.
- 6.3** 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.



**7. CONTRACT ADMINISTRATOR (CA)**

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. 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 this task order.

- 7.1 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;
- 7.2 Coordinating site entry for Contractor personnel, if applicable;
- 7.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 7.4 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
- 7.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 7.6 The address and telephone number of the CA is:

Suneel Cherukuri  
Office of the Chief Technology Officer  
200 I Street, SE, 5<sup>th</sup> Floor  
Washington, D.C. 20003  
Telephone: 202.741.5008  
Email: [suneel.cherukuri@dc.gov](mailto:suneel.cherukuri@dc.gov)

- 7.7 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.
- 7.8 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

## **Task Order Agreement No. CW73687**

### **8. INVOICE PAYMENT**

- 8.1** 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.
- 8.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

### **9. INVOICE SUBMITTAL**

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

- 9.1** The Contractor shall submit payment requests in electronic format through the DC Vendor Portal [www.vendorportal.dc.gov](http://www.vendorportal.dc.gov) by selecting the applicable purchase order number which is listed on the Contractor's profile.
- 9.2** To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

### **10. ATTACHMENTS**

- 10.1** Attachment A – Statement of Work
- 10.2** Attachment B – Price Schedule
- 10.3** Attachment C – Task Order Proposal No. Doc454741—KPMG's Technical Proposal dated August 1, 2019

## **Task Order Agreement No. CW73687**

### **ATTACHMENT A: STATEMENT OF WORK (SOW)**

#### **A.1 Scope**

The Contractor shall assess and develop draft legislation, regulations, policies, standards, directives, which support the agency cybersecurity functions. The Contractor shall assess the current state of OCTO's existing legislation, business processes, and policies to determine where gaps exist; and develop a strategic cybersecurity framework. This project will strengthen the District's cybersecurity posture, solidify OCTO's enforcement authority, and identify and implement compliance measures across District agencies.

##### **A.1.1 Applicable Documents**

<b>Item No.</b>	<b>Document Type</b>	<b>Location of Documents</b>
1	OCTO Policies	<a href="https://octo.dc.gov/techpolicy">https://octo.dc.gov/techpolicy</a>
2	OCTO Laws and Regulations	<a href="https://code.dccouncil.us/dc/council/code/titles/1/chapters/14/">https://code.dccouncil.us/dc/council/code/titles/1/chapters/14/</a>
3	NIST Cybersecurity Framework	<a href="https://www.nist.gov/cyberframework">https://www.nist.gov/cyberframework</a>

##### **A.1.2 Definitions**

N/A

#### **A.2 Background**

OCTO is in the midst of developing a formal strategic plan to coordinate cybersecurity activities across the District. This strategic cybersecurity plan may involve the development of draft legislation, regulations, policies, standards, guidelines, directives, and procedures applicable throughout the District Government.

#### **A.3 Requirements**

A.3.1 The Contractor shall coordinate and meet with OCTO staff to review existing legislation, policies and regulations.

A.3.1.1 The Contractor shall draft and update, as applicable, legislation, regulations and policies to strengthen the District's cybersecurity posture.

A.3.2 The Contractor shall have a demonstrated knowledge of the National Institute of Standards and Technology (NIST) Framework.

A.3.3 The Contractor shall:

A.3.3.1 Recommend updates to legislation, regulations, policies and procedures.

A.3.3.1.1 The Contractor shall develop and provide its written recommendations to the Contract Administrator including all draft and final documents.

## **Task Order Agreement No. CW73687**

**A.3.3.2 Review IT Security policies and procedures to implement the NIST framework as outlined in the NIST Publication 800-37 and NIST Publication 800-53.**

**A.3.3.3 Develop and provide an Oversight Plan and Directives for District Data Centers.**

**A.3.3.4 Develop and provide Cybersecurity incident response policy and plan to cover all District agencies.**

**A.3.3.5 Perform a comprehensive assessment which considers:**

- a. Immediate changes to current OCTO legislation.**
- b. Immediate changes to current IT cybersecurity business processes.**
- c. Immediate changes to current IT cybersecurity policies, guidelines, directives and standard operating procedures.**
- d. Recommendations to improve processes for continuous review and improvement; citing documented industry best practices.**
- e. The contextual environment in which OCTO serves and operates, including political, economic, social, technological, legal and environmental factors.**
- f. Viable iterative steps and timelines toward best practice implementation**

**A.3.3.5.1 The Contractor shall develop and provide a written assessment report to include recommendations from all areas of assessment.**

**A.3.4 The Contractor shall develop and provide a comprehensive cybersecurity framework, legislation to support OCTO's Strategic Cybersecurity Project.**

**A.3.4.1 The Contractor shall document OCTO's current cybersecurity business processes and assesses existing processes and standards.**

**A.3.5 The Contractor shall develop and provide a gap analysis, which at minimum details OCTO's current cyber security business processes and determine whether existing legislation, policies, guidelines, standard operating procedures are being applied in accordance with industry best practices. If processes are not supported, recommendations must be provided to remediate the issue.**

**A.3.6 The Contractor shall provide a Project Manager who shall serve as key personnel. At minimum the Project Manager shall possess the following qualifications, skills and experience:**

- 1. A current certification of a Project Management Professional (PMP), ideally with experience in IT project management.**
- 2. Five years of experience as a Project Manager deploying security-related initiatives.**
- 3. Broad experience in computer and network systems, including security.**
- 4. Experience with NIST Risk Management Framework and understanding of federal directives and requirements related to cybersecurity**
- 5. Familiarity with InfoSec concepts and issues.**

#### A.4 Deliverables

A.4.1 The Contractor shall deliver all items listed under "Attachment B" (Price Schedule).

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date
01	Written recommendations (A.3.3.1.f)	1	Electronic via e-mail in MS Word and PDF	On or by 12/31/2019
02	Oversight plan and directives (A.3.3.3)	1	Electronic via e-mail in MS Word and PDF	On or by 12/31/2019
03	Cybersecurity incident response policy and plan (A.3.3.4)	1	Electronic via e-mail in MS Word and PDF	On or by 9/30/2019
04	Assessment Report (A.3.3.5.1)	1	Electronic via e-mail in MS Word and PDF	On or by 9/30/2019
05	Comprehensive cybersecurity framework (A.3.4)	1	Electronic via e-mail in MS Word and PDF	On or by 9/30/2019
06	Gap Analysis	1	Electronic via e-mail in MS Word and PDF	On or by 9/30/2019



**A.5 SPECIAL CONTRACT REQUIREMENTS**

1. If for any reason the project moves outside of the defined scope, KPMG will inform OCTO and provide recommendations for moving ahead. Any changes to the scope of this effort after requirements have been defined will occur only through written change orders agreeable to both parties.
2. The advice, recommendations, and deliverables provided as part of this project will be developed for OCTO and are not intended for use by any other party or for any other purpose, and may only be relied upon by OCTO, and will be so marked. KPMG disclaims any obligation to update or revise observations whether as a result of new information, future events or otherwise. Should additional information become available that impacts our deliverables, KPMG reserves the right to amend our deliverables. KPMG may send deliverables electronically for OCTO convenience, but only the final hard-copy deliverables are viewed as our work products. KPMG shall not have any liability to OCTO because of OCTO's use of any unfinished, incomplete, or draft deliverables, provided that KPMG has notified OCTO of the incomplete status of such material. Upon full and final payment KPMG agrees that all project deliverables shall become OCTO property.
3. KPMG's services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants (AICPA) Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report, or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services will not result in the issuance of a written communication to third parties by KPMG directly reporting on the scope of this assessment or expressing a conclusion or any other form of assurance.
4. OCTO will identify a Project Sponsor who will serve as the primary contact for KPMG. The Project Sponsor will be responsible for the following from the OCTO perspective: determining the objectives, scope and extent of KPMG services; managing the project progress and addressing issues as they arise; evaluating the adequacy of the work performed; and supporting the coordination and scheduling of interviews and other meetings. OCTO will assign individuals to support this project who have the appropriate business and technical knowledge. OCTO will provide KPMG team with adequate workspace, including access to network and printer connectivity for up to four on site team members.
5. OCTO agrees that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, OCTO. KPMG will not perform management functions or make management decisions for OCTO.
6. OCTO agrees that KPMG may list OCTO as a client in our marketing materials. In addition, OCTO gives KPMG the right to use the OCTO logo on documents prepared for OCTO.
7. KPMG's proposal will be incorporated by reference and made a part of any resulting contract.



**Task Order Agreement No. CW73687**

8. KPMG will not and is prohibited from performing legal services, rendering legal advice, providing legislative advice, or engaging in the practice of law in connection with this project. This includes but is not limited to the interpretation of statutes and regulations.
9. Notwithstanding anything else herein to the contrary, the liability of the KPMG on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the SOW shall be limited to the amount of fees paid or owing to KPMG under the SOW.

In no event shall KPMG be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise and shall survive termination or expiration.

10. KPMG may use models, electronic files, and spreadsheets with embedded macros created by KPMG to assist KPMG in providing the services under the SOW. If OCTO requests a working copy of any such model, electronic file or spreadsheet, KPMG may, at its discretion, make such item available to OCTO for OCTO's internal use only and such items shall be considered a deliverable (subject to the requirements herein); provided that OCTO is responsible for obtaining the right to use any third-party products necessary to use or operate such item.
11. KPMG may communicate with OCTO by electronic mail or otherwise transmit documents in electronic form during the course of this project. OCTO accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). OCTO agrees that the final hardcopy version of a document, including a deliverable, or other written communication that KPMG transmits to OCTO, shall supersede any previous versions transmitted electronically by KPMG to OCTO, unless no such hard copy is transmitted.
12. OCTO acknowledges and agrees that any advice, recommendations, information, deliverables or other work product ("Advice") provided by KPMG in connection with the services under the contract is intended for OCTO's sole benefit and KPMG does not authorize any party other than OCTO to benefit from or rely upon such advice, or make any claims against KPMG relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. KPMG may, in its sole discretion mark such advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Contract, Client will not disclose, or permit access to such Advice to any third party without KPMG's prior written consent.
13. OCTO is aware that KPMG may be providing assurance, tax and/or advisory services to other actual or potential contractors of OCTO. KPMG will perform an internal search for any potential OCTO conflicts relating to any of OCTO's contractors identified by OCTO as having a role in connection with KPMG's performance of this contract. OCTO hereby agrees that a contractor's status as KPMG's client does not impact KPMG's engagement to perform this contract. KPMG will advise OCTO of any conflicts of interest that could prevent it from performing the contract. However, KPMG is a large firm that is engaged by new clients on a

## **Task Order Agreement No. CW73687**

daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in KPMG. Should any new information come to KPMG's attention, KPMG will promptly inform OCTO. KPMG perform this contract in accordance with applicable professional standards.

14. KPMG's role is limited to providing the services articulated in this proposal. In so doing, KPMG will have no contacts with legislative officials or employees at any level of any government that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity. In no event will KPMG undertake meetings with government officials on behalf of the District, including but not limited to OCTO, or otherwise appear in a public or private context that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity. In providing our services in general, KPMG professionals will take no view and cannot undertake any role that could be fairly interpreted as public policy advocacy and the firm's work is not intended to be used as such or in that context.
15. The scope of work does not require KPMG team member access to any personally identifiable information (PII)), and OCTO will not share such data with the KPMG team without advance notice and agreement.
16. Upon full and final payment to Contractor under the Contract, Contractor assigns and grants to OCTO, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Contractor property is contained in any of the Deliverables ("KPMG Property"), Contractor hereby grants OCTO, under Contractor's intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, nontransferable, perpetual license to use such KPMG Property solely in connection with OCTO's use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of OCTO. In addition, OCTO acknowledges and agrees that Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.
17. Limitation of Liability – Notwithstanding anything else herein to the contrary, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited, for each year of the contract, to the amount of fees paid or owing to Contractor under the Contract in that contract year.  
  
In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise and shall survive termination or expiration.
18. KPMG shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, 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.

**ATTACHMENT B: PRICE SCHEDULE**

**B.1** The Contractor shall assess and develop draft legislation, regulations, policies, standards, directives, which support the agency cybersecurity functions. The contractor will assess the current state of OCTO's existing legislation, business processes, and policies to determine where gaps exist; and develop a strategic cybersecurity framework.

**B.2** This is a fixed price task order.

**B.3 PRICE SCHEDULE**

**B.3.1 Base Period: Date of Award through December 31, 2019**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
0001	Assessment	\$ 83,422.52
0002	Cybersecurity Framework	\$ 92,798.52
0003	GAP Analysis	\$ 71,645.88
0004	District Data Center Plan and Directives	\$ 76,481.72
0005	Cybersecurity Policies, Legislation and Regulations	\$ 84,013.88
<b>Grand Total for B.3.1</b>		<b>\$ 408,362.52</b>