

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA REQUEST FOR TASK ORDER PROPOSALS</b> <i>Offeror to complete blocks 4, 15, 18A, 22, 23, 24, 29A, 29B &amp; 29C</i>				1. REQUISITION NUMBER <b>RK143050</b>		Page of Pages <b>1 of 30</b>	
2. TASK ORDER AGREEMENT NO. <i>See Task Order After Award</i>		3. Award/Effective Date <i>See Block 30C of Task Order After Award</i>		4. CONTRACT NUMBER <i>Contractor's DCSS Contract</i>		5. Solicitation No. <b>DCCB-2020-T-0008</b>	
7. FOR SOLICITATION INFORMATION CONTACT: <b>Janice.Watson@dc.gov</b> 		A. NAME <b>OAG.businessopportunities@dc.gov</b>		B. TELEPHONE (No Collect Calls) <b>202.442.9882</b>		6. SOLICITATION ISSUE DATE <b>January 6, 2020</b>	
9. ISSUED BY <b>Office of the Attorney General Support Services Division/Procurement Unit 441 4th Street NW, Suite 1100 South Washington, DC 20001-2714</b>				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100% OR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> 8(A) <input type="checkbox"/> GSA <input checked="" type="checkbox"/> DCSS SIC: SIZE STANDARD:		11. DELIVERY FOB DESTINATION UNLESS BLOCK BELOW IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED	
						12. PAYMENT DISCOUNT TERMS <b>Net 30 days</b> _____% ____ days	
15. CONTRACTOR / OFFEROR  <i>Completed by DCSS Contractor (Include name, address, phone, fax, email)</i>				16. PAYMENT WILL BE MADE BY <b>Office of Finance and Resource Management Attn: Accounts Payable 441 4th Street NW, Suite 890 North Washington, DC 20001-2714</b>			
15.A DUNS CODE				15.B TAX ID NO.			
17. DELIVER TO <b>Office of the Attorney General Child Support Services Division 441 4th Street NW, Suite 550 North Washington, DC 20001-2714</b>				18. ADMINISTERED BY <b>Same as Block 17</b>			
18.A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18.B SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY (Estimated)	22. UNIT	23. UNIT PRICE	24. AMOUNT (21X23)
		The Office of the Attorney General (OAG) for the District of Columbia is seeking a qualified contractor to provide IRS Safeguards Audit Consulting services to assist its Child Support Services Division as described in the Statement of Work (SOW) on pages 3-4.  See PRICE SCHEDULE ON PAGE 2.					
25. ACCOUNTING AND APPROPRIATION DATA <b>ENCUMBRANCE CODE: See FY19 PO _____</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN AN ORIGINAL AND 2 COPIES 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.				28. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
29A. SIGNATURE OF OFFEROR /CONTRACTOR				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)			
29B. NAME AND TITLE OF SIGNER (Type or Print)		29C. DATE SIGNED		30B. NAME OF CONTRACTING OFFICER (Type or Print)		30C. DATE SIGNED	

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

CLIN	DESCRIPTION	NOT-TO-EXCEED QUANTITY	UNIT	HOURLY RATE	TOTAL NOT-TO-EXCEED PRICE
0001	Auditing Consultant	420	Labor Hour	\$ _____	\$ _____

**B.3.2 OPTION YEAR ONE**

CLIN	DESCRIPTION	NOT-TO-EXCEED QUANTITY	UNIT	HOURLY RATE	TOTAL NOT-TO-EXCEED PRICE
1001	Auditing Consultant	420 hours	Labor Hour	\$ _____	\$ _____

**B.3.3 OPTION YEAR TWO**

CLIN	DESCRIPTION	NOT-TO-EXCEED QUANTITY	UNIT	HOURLY RATE	TOTAL NOT-TO-EXCEED PRICE
2001	Auditing Consultant	420 hours	Labor Hour	\$ _____	\$ _____

**B.3.4 OPTION YEAR THREE**

CLIN	DESCRIPTION	NOT-TO-EXCEED QUANTITY	UNIT	HOURLY RATE	TOTAL NOT-TO-EXCEED PRICE
3001	Auditing Consultant	420 hours	Labor Hour	\$ _____	\$ _____

**B.3.5 OPTION YEAR FOUR**

CLIN	DESCRIPTION	NOT-TO-EXCEED QUANTITY	UNIT	HOURLY RATE	TOTAL NOT-TO-EXCEED PRICE
4001	Auditing Consultant	420 hours	Labor Hour	\$ _____	\$ _____

**GRAND TOTAL FOR BASE AND FOUR OPTION YEARS: NTE \$ \_\_\_\_\_**

## STATEMENT OF WORK

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### C.1 SCOPE:

The District of Columbia Office of the Attorney General (“OAG”), Child Support Services Division (“CSSD”) (collectively hereinafter referred to as the “District” or “OAG/CSSD”) is seeking a contractor to provide Internal Revenue Service (“IRS”) Safeguards review support and analysis.

**C.3.1** CSSD currently has a requirement for a contractor to assist the agency with preparation of various IRS Safeguarding documents. These include, but are not limited to, Preliminary Findings Reports (“PFRs”), Safeguard Review Reports (“SRRs”), Safeguard Security Reports (“SSRs”), and Corrective Action Plans (“CAPs”). Such reports, as well as any communications relating thereto, are considered the property of the IRS and are subject to disclosure restrictions under Federal law and IRS rules and regulations.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Title	Date
1	IRS Publication 1075 <u>Tax Information Security Guidelines for Federal, State and Local Agencies</u>	Most Recent
2	26 U.S.C. § 6103 <u>Confidentiality and disclosure of returns and return information</u>	Most Recent
3	26 U.S.C. § 7213 <u>Unauthorized disclosure of information</u>	Most Recent
4	26 U.S.C. § 7213A <u>Unauthorized inspection of returns or return information</u>	Most Recent
5	26 U.S.C. § 7431 <u>Civil damages for unauthorized inspection or disclosure of returns and return information</u>	Most Recent
6	5 U.S.C. 552a <u>Records maintained on individuals</u>	Most Recent

### C.3 BACKGROUND

**C.3.2** OAG is the authorized federal “IV-D Agency” for the District of Columbia. “IV-D” refers to Title IV Part D of the Social Security Act. In 1935, Congress enacted legislation establishing the Aid for Dependent Child program (“AFDC”). AFDC established a partnership between the federal government and the states by providing appropriations to those states which adopt child support State

plans required by § 454 of the Social Security Act and approved by the Secretary of Health and Human Services. The states in turn provide a minimum monthly subsistence payment to families meeting established need requirements. In 1974, Congress passed the Family Support Act, Title IV-D of the Social Security Act, requiring states receiving AFDC funds to establish and enforce child support obligations. Every state receiving AFDC funds had to establish a child support enforcement agency popularly known as a "IV-D Agency" that was required to meet standards promulgated by the Office of Child Support Enforcement, a division of the Department of Health and Human Services.

**C.3.3** CSSD is the division within OAG that is tasked with administering and operating the IV-D Agency on behalf of the District. In this capacity, CSSD assists families by locating absent parents, establishing paternity, establishing orders for child and medical support, enforcing delinquent orders of support, seeking modification of orders, and determining whether non-custodial parents of Temporary Assistance for Needy Families recipients should be referred to Welfare-to-Work programs. In other words, CSSD performs all legal and programmatic functions associated with the District government's child support program. In so doing, CSSD handles highly confidential information and documentation including, but not limited to, social security numbers and Federal tax information ("FTI") which is strictly prohibited from disclosure or use except as stipulated by applicable laws and regulations. Agencies or agents such as CSSD that legally receive FTI directly from either the Internal Revenue Service ("IRS") or from secondary sources (e.g., the Social Security Administration), pursuant to Internal Revenue Code ("IRC") 6103 or by an IRS-approved exchange agreement must have adequate programs in place to protect the data received. Furthermore, as agencies procure contractor services, it becomes equally important that contractors protect that information from unauthorized use, access, and disclosure.

#### **C.4 REQUIREMENTS**

**C.4.2 Audit Support**– the Contractor shall establish audit-readiness timelines and milestones; participate in preparing for the opening and closing of audit conferences; prepare audit meeting minutes and action items; work with managers, technical personnel, and stakeholders in completing audit related tasks; and attend technical and support meetings as required.

**C.4.3 Safeguarding and Disclosure Security Support**- the Contractor shall perform inspections and evaluations at OAG/CSSD's headquarters, field offices (including contractors' work locations), IT Operations Datacenter, and offsite storage facilities to ensure that applicable Federal and local laws and IRS safeguarding and disclosure requirements are being followed and report its findings and recommendations to OAG/CSSD within timeframes that OAG/CSSD stipulates.

**C.4.4 Technical Documentation Review and Preparation** – the Contractor shall be responsible for the development, accuracy and updating of technical documents pertaining to IRS safeguarding audits and inspections, including, but not limited to, Plans of Action and Milestones (POAMs), Corrective Action Plans ("CAPs"), IT Security Plans, Contingency Plans, Disaster Recovery Plans, Security Incident Reporting, Risk Assessments, Memorandums of Agreement, Memorandums of Understanding, and Business Impact Analyses.

**C.4.5 Policy & Procedure Support** – the Contractor shall examine OAG/CSSD's policies and procedures for compliance with regulatory and business practice requirements; report its findings to OAG/CSSD; recommend changes to OAG/CSSD's practices and assist with revising policy and procedure manuals to ensure they are in compliance with applicable laws and guidelines and ready for audit; and work directly with the OAG/CSSD's legal staff and other stakeholders as required.

**C.4.6 Adherence to Laws, Regulations, Rules and Policies** – the Contractor shall comply with all applicable Federal and local laws, regulations, rules, and policies and procedures in performing its contractual obligations. As the Contractor shall have access to FTI, which is highly confidential information and which is regulated by the Internal Revenue Code (“IRC”), Internal Revenue Service (“IRS”) Publication 1075 shall be incorporated into this contract and made a part hereof, thereby obligating the Contractor to adhere to its terms and conditions. Specifically, the Contractor shall adhere to the terms and conditions set forth in Exhibit 7 of Publication 1075, which reads as follows:

#### **I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

#### **II. CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

## **SECTION D: PACKAGING AND MARKING**

Not Applicable

## **SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated June 2010. (Attachment J.1)

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF TASK ORDER**

The term of the task order agreement shall be for a period of one (1) year from the effective date specified on the cover page of the agreement.

### **F.2 OPTION TO EXTEND THE TERM OF THE TASK ORDER**

**F.2.1** The District may extend the term of this task order agreement for a period of four (4) one-year option periods, or successive fractions thereof, or successive fractions thereof, by written notice to the Contractor before the expiration of the task order; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the task order expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the task order agreement.

**F.2.2** If the District exercises this option, the extended task order shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in Sec. B of the task order.

**F.2.4** The total duration of this task order agreement, including the exercise of any options under this clause, shall not exceed five (5) years.

### F.3 DELIVERABLES

**F.3.1** The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable, including but not limited to deliverables listed in the following table, to the Contract Administrator (CA) or Project Manager (PM) identified in Section G, as specified below::

No.	Deliverable	Quantity/ Format/Method of Delivery	Due Date	To Whom
1	Internal Inspection Reports/Evaluation Matrices	7	Word and Excel	9/30/2020
2a	Plan of Action and Milestones (POAM)	2	Excel	3/31/2020 and 9/30/2020
2b	Responses to IRS Corrective Action Plan(CAP)	2	Word and Excel	3/31/2020 and 9/30/2020
3	Safeguard Security Report	1		3/31/2020
4a	Updates to Technical Documentation and Policies	Ongoing	Word	

### G. CONTRACT ADMINISTRATION DATA

#### G.1 Contracting Officer (CO)

**G.1.1** Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Janice Parker Watson  
Contracting Officer  
Office of the Attorney General  
Support Services Division/Procurement Unit  
441 4<sup>th</sup> Street NW, Suite 1100 South  
Washington, DC 20001

Email : [oag.businessopportunities@dc.gov](mailto:oag.businessopportunities@dc.gov)  
Phone : 202-442-9882 Fax : 202-730-0484

**G.1.2** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.1.3** 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 Contracting Officer.

**G.1.4** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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.

## **G.2 CONTRACT ADMINISTRATOR (CA)**

**G.2.1** The CA is responsible for general administration of the contract and advising the CO as 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:

**G.2.1.1** 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;

**G.2.1.2** Coordinating site entry for staffing personnel, if applicable;

**G.2.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Bidder's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.2.1.4** 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

**G.2.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.2.2** The address and telephone number of the CA:

Harold Johnson  
Supervisory IT Specialist, Applications & Paternity Development Unit  
Office of the Attorney General, DC  
Child Support Services Division  
441 4th Street NW, Suite 550N  
Washington, DC 20001  
Phone: (202) 724-3649  
Email: harold.johnson@dc.gov

**G.2.3** The CA shall NOT have the authority to:

- (1) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- (2) Grant deviations from or waive any of the terms and conditions of the contract;
- (3) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- (4) Authorize the expenditure of funds by the Contractor;
- (5) Change the period of performance; or
- (6) Authorize the use of District property, except as specified under the contract.

**G.2.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

#### **G.4 INVOICE SUBMITTAL**

- a) The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- b) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the executed task order.
- c) To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

#### **G.5 DISTRICT RESPONSIBILITIES**

**G.5.1** The District will provide workspace at CSSD's offices located at 441 4<sup>th</sup> Street NW, Washington, DC 20001, for the Contractor's staff who need to be onsite in order to properly carry out the Contractor's contractual responsibilities.

**G.5.2** The District will provide the Contractor's staff access to all required documentation, files, and automated systems for the purpose of performing the requirements set forth in Sec. C.4 above, provided that the individuals have passed the required background check and taken all required trainings. The District will be permitted to immediately discontinue access to its property and resources to any of Contractor's workers who do not follow CSSD's policies and procedures, or who violate District or Federal laws and regulations.

#### **H. PROPOSAL INSTRUCTIONS**

**H.1** The task order proposal shall consist of two separate parts: Technical and Price and marked: **"Task Order Proposal in response to Solicitation No. DCCB-2020-T-0008, Audit Consultant for IRS Safeguards"**.

**H.2** All proposals must be formatted on 8.5" by 11" paper, typewritten and submitted electronically by email in PDF format to [oag.businessopportunities@dc.gov](mailto:oag.businessopportunities@dc.gov) no later than the date specified in block 8 on page 1 of this solicitation. NOTE: Each attachment is limited to a maximum size of 25 MB.

#### **H.3 TECHNICAL PROPOSAL**

The technical proposal shall at a minimum, contain sufficient detail to provide a clear and concise demonstration fully reflecting the manner in which the Offeror proposes to address the requirements of the Statement of Work given the evaluation factors in Section I. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of

program services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals.

#### **H.4 PRICE PROPOSAL**

**H.4.1** This section shall be submitted on the Price Schedule on page 2 of this solicitation. Pricing shall be at firm fixed rates that shall include all direct and indirect costs for providing the required services. Unless otherwise directed in writing, the price proposal shall also include a copy or a link to the Offeror's DCSS Price Schedule and its CBE certification number, if applicable.

**H.4.2** Offerors' proposed prices may be lower than its DC Supply Schedule if the Offeror provides evidence that it has met the Services Contract Act requirements and Way to Work Act of 2006. The Contractor shall use the prices for a comparable labor category as the basis of its offer price.

#### **H.5 SUBMISSION OF PROPOSALS**

Proposals shall be sent to [OAG.businessopportunities@dc.gov](mailto:OAG.businessopportunities@dc.gov) electronically to be received by 10:00 a.m. January 21, 2020.

### **I. EVALUATION CRITERIA**

The District intends to award a single Task Order resulting from this RFTOP to the responsible Offeror whose offer is most advantageous to the District considering proposed prices, technical and other factors in this solicitation. The evaluation criteria below will be used to conduct the technical evaluation of proposals submitted in response to this RFTOP. The District may make on the basis of initial offers received without discussions. Therefore, each initial offer should contain the offeror's best terms from a fixed price basis and technical standpoint.

The offeror's technical proposal and price proposal shall be evaluated separately. Offerors are advised that the technical and price proposals will be evaluated by the District based on the criteria outlined below.

#### **I.1 TECHNICAL CRITERIA (80 Points Maximum)**

Award will be based on the following technical evaluation factors (in descending order of importance). The District may use information available from other agencies and sources.

##### **I.1.1 Past Performance (40 Points)**

- (a) The District will evaluate the Offeror's past experience with IRS Publication 1075, including familiarity with IRS Safeguards Reviews, as described in the Statement of Work. **(20 points)**
- (b) The District will evaluate the Offeror's past experience in the development and delivery of minutes, plans of action and milestones(POA&M), and responses to Corrective Action Plans. **(20 points)**

**I.1.2 Technical Approach (20 points)**

The District will evaluate the Offeror’s demonstrated understanding of the requirements to be fulfilled as described in the Statement of Work, as described in detail in the proposal.

**I.1.3 Technical Expertise (20 Points)**

The District will evaluate the Offeror’s corporate experience with IRS Publication 1075, conducting internal inspections based on IRS Publication 1075, completing Safeguards Security Reports, and implementation of various IRS Safeguard Computer Security Evaluation Matrices.

**I.2 PRICE EVALUATION – 20 POINTS**

**I.2.1** The price evaluation will be objective. The offeror with the lowest realistic price for each line item will receive the maximum price points (20 Points). All other proposals will receive a proportionately lower price score.

**I.2.2** Example:

$$\frac{\text{Grand total of lowest proposal price offered}}{\text{Grand total of proposal being evaluated}} \times 20 = \text{Evaluated Price Score}$$

**I.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION I.5**

**(12 Points Maximum)**

**I.4 TOTAL POINTS (112 Points Maximum)**

**I.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

**I.6 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Services to be awarded will be determined at the time each option is exercised.