The Bureau of the Fiscal Service, on behalf of the Office of Information and Security Services (ISS) has a Request for Quote (RFQ) for a Certified Information Systems Security Professional (CISSP) course as described in the attached Performance Work Statement (PWS).

This solicitation is an Open Market 100% Small Business set aside. The Government anticipates awarding a single fixed priced purchase order as a result of this solicitation under NAICS code 541519, size standard 150 employees, to the lowest priced, technically acceptable (LPTA) offeror.

Quotes with missing Provision responses may be considered unresponsive.

This RFQ is re-posted due to changes in the PWS. Preferred training date has changed as well as number of attendees. Please read the attached PWS carefully. Please submit an updated quote to align with information being requested within this amendment, specifically the Performance Work Statement and Attachment B.

Questions: due by 2:00pm EST on Friday, September 2, 2022 to

purchasing@fiscal.treasury.gov with the following in the

Subject line: Attn: AJ/MG RFQ-ISS-3410084-22-004.

Quotes: due by 2:00pm EST on Thursday, September 8, 2022 to

purchasing@fiscal.treasury.gov with the following in the

Subject line: Attn: AJ/MG RFQ-ISS-3410084-22-004.

All responsible sources may submit a response which, if timely received, must be considered by the agency.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Treasury Acquisition Procedures 48 CFR Chapter 10 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

# 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

# 1052.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018) (DEVIATION 2017-00001)

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(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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# 1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

- (a) The COR(s) are named on the award form. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
  - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement:
  - (2) Constitutes a change as defined in the clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

#### **1052.210-70 CONTRACTOR PUBLICITY (APR 2015)**

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered during the evaluation of past performance.

#### **52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

#### LAPSE FUNDING

In the event of a lapse funding resulting in a government shutdown, the status of Fiscal Year funding and any necessary action required of the Contractor will be made available at the following website: <a href="https://www.fiscal.treasury.gov/doing-business-with-fiscal-service/">https://www.fiscal.treasury.gov/doing-business-with-fiscal-service/</a>. It is the Contractor's responsibility to monitor this website for information regarding Fiscal Year funding.

# 1052.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.(April 2018) (DEVIATION 00002)

(a) Definition. As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies—

- (1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
- (2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

- (b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
  - (1) Any such language, provision, or clause is unenforceable against the Government.
  - (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
  - (3) Any such language, provision, or clause is deemed to be stricken from the CSA.
- (c) Paragraph (b) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

#### 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

- (a) Definitions. As used in this clause—
  - (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

#### PAYMENT AND INVOICE QUESTIONS (IPP)

For payment and invoice questions, go to <a href="https://arc.fiscal.treasury.gov/ipp/fsippqrg.htm">https://arc.fiscal.treasury.gov/ipp/fsippqrg.htm</a> or contact Accounts Payable at (304) 480-8000 option 7 or via email at <a href="mailto:AccountsPayable@fiscal.treasury.gov">AccountsPayable@fiscal.treasury.gov</a>.

### **OVERPAYMENTS**

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to electronic funds transfer (EFT): If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an EFT. This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

#### MARKING OF SHIPMENTS AND INVOICES

The Contractor shall ensure the contract number is clearly visible on all shipping/service documents, containers, and invoices.

### IT ACCESSIBILITY REQUIREMENTS

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. The applicable Section 508 Accessibility Standards are outlined in the attached Standards Applicability Checklist.

Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Accessility Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <a href="https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines">https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines</a>

#### The Section 508 Accessibility Standards apply to the following:

1. CISSP Training for SAB

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (DEVIATION APR 2020) [(DEVIATION 00001 JUL 2020)]

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1)	52.203-19	Prohibition on requiring certain internal confidentiality agreements or statements. (Jan 2017) (Section 743 of Division E, Title VII, of the
		Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-
		235) and its successor provisions in subsequent appropriations acts (and as
		extended in continuing resolutions)).
(2)	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed
, ,		or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
		(Section 1634 of Pub. L. 115–91)
(3)	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video
(-)		Surveillance Services or Equipment. (NOV2021) (Section 889(a)(1)(A) of
		Pub. L. 115-232).
(4)	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
		, , ,
(5)	52.233-3	Protest After Award (Aug 1996) ( <u>31 U.S.C. 3553</u> ).
(6)	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77
		and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

	(1)	52.203-6	52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
	(2)	52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).
	(3)	52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
	(4)	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
	(5)	[Reserved]	
	(6)	52.204-14	Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
	(7)	52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
	(8)	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
	(9)	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
	(10)	[Reserved]	
	(11)	52.219-3	(i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (SEP 2021) (15 U.S.C. 657a).
	(12)	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
	(13)	[Reserved]	,
$\boxtimes$	(14)(i)	52.219-6	Notice of Total Small Business Set-Aside (NOV 2020) ( <u>15 U.S.C.</u> 644).
	(ii)	Alternate I	(Mar 2020) of 52.219-6.
	(15)(i)	52.219-7	Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
	(ii)	Alternate I	(Mar 2020) of 52.219-7.
	(16)	52.219-8	Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
	(17)(i)	52.219-9	Small Business Subcontracting Plan (NOV 2021) ( <u>15 U.S.C.</u> 637(d)(4)).
	(ii)	Alternate I	(Nov 2016) of <u>52.219-9</u> .
	(iii)	Alternate II	(Nov 2016) of <u>52.219-9</u> .
	(iv)	Alternate III	(JUN 2020) of <u>52.219-9</u> .
	(v)	Alternate IV	(SEP 2021) of <u>52.219-9.</u>
	(18)(i)	52.219-13	Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
	(ii)	Alternate I	(Mar 2020) of 52.219-13
	(19)	52.219-14	Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).
	(20)	52.219-16	Liquidated Damages—Subcontracting Plan (SEP 2021) ( <u>15 U.S.C.</u> 637(d)(4)(F)(i)).
	(21)	52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657 f).
$\boxtimes$	(22)(i)	52.219-28	Post Award Small Business Program Representation (SEP 2021) (15 U.S.C. 632(a)(2)).
	(ii)	Alternate I	(MAR 2020) of 52.219-28

	(23)	52.219-29	Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
	(24)	52.219-30	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
	(25)	52.219-32	Orders Issues Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
	(26)	52.219-33	Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637 (a)(17)).
$\boxtimes$	(27)	52.222-3	Convict Labor (June 2003) (E.O. 11755).
$\boxtimes$	(28)	52.222-19	Child Labor—Cooperation with Authorities and Remedies [(Deviation
			00001) JUL 2020)] (JAN 2022) (E.O. 13126).
	(29)	52.222-21	Prohibition of Segregated Facilities (Apr 2015).
	(30)(i)	52.222-26	Equal Opportunity (Sept 2016) (E.O. 11246).
	(ii)	Alternate I	(FEB 1999) of <u>52.222-26</u>
	(31)(i)	52.222-35	Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).
	(ii)	Alternate I	(JULY 2014) of <u>52.222-35</u> .
$\boxtimes$	(32)(i)	52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C. 793).
	(ii)	Alternate I	(JULY 2014) of 52.222-36.
	(33)	52.222-37	Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
	(34)	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
	(35)(i)	52.222-50	Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78
			and E.O. 13627).
	(ii)	Alternate I	(Mar 2015) of <u>52.222-50</u> ( <u>22 U.S.C. chapter 78</u> and E.O. 13627).
	(36)	52.222-54	Employment Eligibility Verification (MAY 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or
	(37)(i)	52.223-9	commercial servicesas prescribed in 22.1803.) Estimate of Percentage of Recovered Material Content for EPA— Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
	(ii)	Alternate I	(May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
	(38)	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
	(39)	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
	(40)(i)	52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
	(ii)	Alternate I	Alternate I (Oct 2015) of 52.223-13.
	(41)(i)	52.223-14	Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s
			13423 and 13514).
	(ii)	Alternate I	(Jun 2014) of <u>52.223-14</u> .
	(42)	52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
	(43)(i)	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
	(ii)	Alternate I	(Jun 2014) of <u>52.223-16</u> .
$\boxtimes$	(44)	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

	(45) (46) (47)(i) (ii) (48) (49)(i)	52.223-20 52.223-21 52.224-3 Alternate I 52.225-1 52.225-3	Aerosoles (Jun 2016) (E.O. 13693). Foams (Jun 2016) (E.O. 13693). Privacy Training (Jan 2017) (5 U.S.C. 552a). (Jan 2017) of 52.224-3. Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83). Buy American—Free Trade Agreements—Israeli Trade Act [(Deviation 00001)(JUL 2020)] (NOV 2021) (19 U.S.C. 3301 note, 19
	(ii) (iii)	Alternate II Alternate III	U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, (19 U.S.C. chapter 29 (sections 4501-4732,)Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43212-3.  Alternate II [(Deviation 00001)(JUL 2020)] (JAN 2021) of 52.225-3.  Alternate III (JAN 2021) of 52.225-3.
	(50)	52.225-5	Trade Agreements [(Deviation 00001)(JUL 2020)] (OCT 2019) (19
$\boxtimes$	(51)	52.225-13	<u>U.S.C. 2501</u> , et seq., <u>19 U.S.C. 3301</u> note).  Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign
	(52)	52.225-26	Assets Control of the Department of the Treasury). Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense
	(53)	52.226-4	Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).  Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
	(54)	52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
	(55)	52.229-12	Tax on Certain Foreign Procurements (FEB 2021)
	(56)	52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
	(57)	52.232-30	Installment Payments for Commercial Products and Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
$\boxtimes$	(58)	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
	(59)	52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
	(60)	52.232-36	Payment by Third Party (May 2014) (31 U.S.C. 3332).
	(61)	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)(DEVIATION APR 2020)(31 U.S.C. 3903 and 10 U.S.C. 2307).
	(62)	52.239-1	Privacy or Security Safeguards (Aug 1996) ( <u>5 U.S.C. 552a</u> ).
	(63)	52.242-5	Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
	(64)(i)	52.247-64	Preference for Privately Owned U.SFlag Commercial Vessels (NOV 2021) (46 U.S.C 55305 and 10 U.S.C. 2631).
	(ii)	Alternate I	(Apr 2003) of <u>52.247-64</u> .
	(iii)	Alternate II	(NOV 2021) of 52.247-64.
	` /		

(c)The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) (2)	52.222-41 52.222-42	Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67). Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C.
(3)	52.222-43	206 and 41 U.S.C. chapter 67). Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29
(4)	52.222-44	U.S.C. 206 and 41 U.S.C. chapter 67). Fair Labor Standards Act and Service Contract Labor Standards— Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter
(5)	52.222-51	67). Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain
(6)	52.222-53	Equipment—Requirements (May 2014) ( <u>41 U.S.C. chapter 67</u> ). Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ( <u>41 U.S.C.</u>
(7)	52.222-55	<u>chapter 67</u> ).  Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(8)	52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(9)	52.226-6	52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products and commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

- (ii) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) <u>52.204–23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).
- (iv) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2018) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (vi) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)
- (vii) <u>52.222-26</u>, Equal Opportunity (Sept 2015) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212)
- (xi) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) <u>52.222-50</u>, Combating Trafficking in Persons NOV 2021) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
  - (B) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).
- (xiv) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C.</u> <u>chapter 67</u>).
- (xv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of <u>52.224-3</u>.
- (xx) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10</u> U.S.C. 2302 Note).
- (xxi) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (<u>42 U.S.C.</u> <u>1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (<u>46 U.S.C. 55305</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services aminimal number of additional clauses necessary to satisfy its contractual obligations.

#### PERFORMANCE WORK STATEMENT

# CERTIFIED INFORMATION SYSTEMS SECURITY PROFESSIONAL (CISSP) REVIEW & EXAM COURSE BUREAU OF THE FISCAL SERVICE, PARKERSBURG, WV

#### 1.0 OVERVIEW / BACKGROUND

The mission of The Bureau of the Fiscal Service (FS), an agency of United States Department of the Treasury, is to promote the financial integrity and operational efficiency of the Federal Government through exceptional accounting, financing, collections, payments and shared services. The Employee Development Branch (EDB) administers FS's employee training and career development programs and assists offices in determining their specific training needs that promote the Bureau's mission.

#### 2.0 OBJECTIVE

The Objective of this Performance Work Statement (PWS) is to outline the EDB's requirements for presenting: Certified Information Systems Security Professional (CISSP) Review and Exam.

#### 3.0 DESCRIPTION OF TRAINING COURSES

The Contractor shall conduct a 5-day course in Certified Information Systems Security Professional (CISSP) Review and Exam. Participants will gain extensive knowledge and insight into information security's Common Body of Knowledge domains. Exam vouchers shall be provided to the SAB Training Coordinator for each student prior to the completion of class. Delivery may be conducted via a virtual platform.

The contractor shall provide the instructor, Class Coordinator, and all course materials and shall conduct the training, in accordance with the technical proposal accepted. The contractor must be able to administer the official CISSP Certification Test conforming to International Information Systems Security Certification Consortium (ISC)2 rules and regulations as accepted by the COR.

The skill levels of the participants are of varied levels. The instructor shall gear the presentation to the participants' competency levels.

The Contractor shall provide the participants with the knowledge and skills to complete the following core objectives:

The CISSP domains are drawn from various information security topics within the (ISC)<sup>2</sup> CBK (common body of knowledge) (Current Edition).

The CISSP CBK consists of the following 8 domains:

- Security and Risk Management
- Asset Security
- Security Architecture and Engineering
- Communication and Network Security
- Identity and Access Management (IAM)
- Security Assessment and Testing
- Security Operations
- Software Development Security

**Note:** The above is not intended to be an exhaustive list of core requirements, but rather an overview of the minimum expectations of course content. These are mandatory requirements for the class.

#### 4.0 DATES OF TRAINING COURSE

The Government has identified preferred dates for the training course below. Preference shall be given to preferred dates; however, the contractor may propose alternate dates.

Title: CISSP Review and Exam

Min/Max of Participants: 8 - 15

Preferred Dates: September 19-23, 2022 (Test TBD)
Alternate Dates: September 26-30, 2022 (Test TBD)
Times of Sessions: 8:00 a.m. – 4:30 p.m. (EST)

#### 5.0 LOCATION OF TRAINING SITE

Virtual delivery shall be utilized by the contractor via Microsoft Teams or other platform accepted by the COR.

#### 6.0 COURSE TIMES

The Contractor shall conduct the course beginning at 8:30 A.M. and ending at 4:00 P.M. (EST). If necessary, the contractor may adjust the course time(s) by beginning no earlier than 8:00 a.m. (EST) and ending no later than 4:30 p.m. ET with notice given to the COR and the participants. A 15-minute break is required during each morning and afternoon session. In addition, a lunch period of one hour is required.

This course will be scheduled at the convenience of FS customers and the selected Contractor. The instructor shall not deviate from this schedule without prior approval from the Contracting Officer's Representative (COR) and/or the Contracting Officer (CO). Early dismissal on the last day of class to accommodate travel arrangements by instructor will not be acceptable.

On the first day of the course, the instructor shall report to the designated training room one half (1/2) hour prior to the course starting time unless other written arrangements have been made with the Employee Development Branch. Training room location will be provided at time of award.

#### 7.0 KEY PERSONNEL MINIMUM QUALIFICATIONS/FURNISHED ITEMS

A fully qualified Instructor shall provide the training. Contractors (instructors) hired for work within the United States or its territories and possessions that require access to Treasury-owned or controlled facilities, information systems, security items or products and / or sensitive but unclassified information shall either be U. S. Citizens or have lawful permanent resident status. Security screening requirements, however, apply to both U. S. citizens and lawful permanent residents hired as Contractors.

Contractors must possess the ability to fluently read, speak, write and comprehend the English language. Each instructor shall have a **minimum of two (2) years of instructional experience within the last three (3) years** and a **minimum of five (5) instructional instances taught within the last three (3) years in the specified course content.** The instructor shall be skilled in techniques of classroom presentations for the adult learner.

A Class Coordinator shall be provided to assist with technical issues and attendance.

The Contractor shall provide the Employee Development Branch with a list of support equipment and other classroom supplies that are expected to be provided by the Government prior to the start of the course.

#### 8.0 COURSE WORKBOOKS

Instructional materials for the course shall be received by the Technical Point of Contact (TPOC) prior to the starting date of the course. Digital delivery of course material is requested based on virtual training.

#### 9.0 GOVERNMENT FURNISHED ITEMS

- a. The Government shall provide the following:
  - (1) Evaluations (to be retained by FS)
  - (2) Sign-in sheet

#### 10.0 ACQUISITION TYPE

This requirement will result in a firm-fixed-price award.

#### 11.0 COURSE SIGN-IN SHEETS & EVALUATIONS

At the beginning of each day, the Contractor shall obtain the participants' initials on the Government sign-in sheet. The Contractor shall return this sign-in sheet to the Employee Development Branch upon course completion. The COR will be responsible for supplying the course evaluations to the participants after completion of the training and providing the contractor a copy of these evaluations.

#### 12.0 KEY PERSONNEL REPLACEMENT PROCCESS

The CO reserves the right to request replacement of any personnel who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under this contract is deemed contrary to the best interests of the Government. The CO will give notice, in writing, to the Contractor of such need for substitution.

Within twenty-four (24) hours of receipt of notification, the Contractor shall provide personnel replacement resumes to the CO. The CO will notify the Contractor, in writing, within 24 hours if the Contractor provided replacement personnel is approved.

Assigned instructors may only be replaced by the Contractor with approval from FS. In the event that an instructor is no longer available, FS shall require that a replacement instructor be provided. The Contractor shall notify the CO in writing stating the circumstances necessitating the proposed substitution of the personnel. The Contractor shall provide the COR with resumes of proposed replacement personnel for review and approval. The Contractor shall demonstrate that the qualifications of a prospective substitute meet the contract requirements. FS reserves the right to disapprove the proposed substitutes and negotiate with the Contractor for another replacement.

The Contractor shall provide FS notice at least two (2) weeks prior to replacement whenever applicable. At a minimum the Contractor shall provide FS notice at least forty-eight (48) hours prior to replacement. The only exception to the forty-eight (48) hour notice is death. If the 48 hours falls on Friday after 5:00 pm or on the weekend, the contractor shall call 304-480-7777 with the notice of replacement.

#### 13.0 OTHER REQUIREMENTS

#### 13.1 COMPLIANCE WITH GOVERNMENT LAWS, RULES, AND REGULATIONS

While the Contractor's personnel are at the Government's facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety – not only as they relate to its employees and agents, but also to other personnel who are Government employees or agents of the Government and to property at the site regardless of ownership. While on Government premises and in possession of Government property, the Contractor is responsible for such property and any damages thereto.

#### 13.2 NON-PERSONAL SERVICES STATEMENT

Contractor employees performing services shall be controlled, directed and supervised at all times by management personnel of the Contractor. Contractor employees shall perform independent of and without the supervision of any Government official with the exception of when they are on–site

at the government's facility. Actions of contractor employees may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR).

#### 13.3 CONFLICTS OF INTEREST

The Contractor shall comply with FAR 52.203-16, Preventing Personal Conflicts of Interest. Further, the Contractor shall not advise the Government to take any action that will benefit, or appear to benefit, the Contractor beyond the scope of this contract. The Contractor shall inform the COR and Contracting Officer if the appearance of such a conflict exists. For example, the Contractor shall not influence the Government to enter into financial arrangements with entities that the Contractor expects to have future business dealings with, unless the Government has been advised of the prospect of that future business.

#### 13.4 CONDUCT

The Contractor, although in fact not a Government employee, shall comply with Executive Order 11222, May 8, 1965, "Prescribing Standards of Ethical Conduct for Government Officers and Employees," and shall also comply with any other Agency's specific regulations implementing this Executive Order. Additionally, the Contractor shall comply with all safety practices, vehicle registration, speed limits and any other regulations and policy applicable to conduct standard. Contractor personnel driving a motor vehicle on the Government property cannot use a cell phone unless the vehicle is safely parked, or the driver is using a hands-free device. Additionally:

- a. The Contractor shall maintain satisfactory standards of the employee competency, conduct, appearance, and integrity.
- b. The Contractor shall take appropriate disciplinary action against his/her employees when necessary.
- c. Each Contractor employee is expected to adhere to standards of conduct that reflects credit on themselves, their employer and the Government.
- d. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct.
- e. The Contractor shall initiate immediate action within 48 hours to replace a removed employee to maintain continuity of services at no additional cost to the Government.

#### 14.0 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the contractor and any Government employee other than the CO on any order modifications, change orders, letter or verbal direction to the contractor be effective or binding upon the Government. All such actions shall be formalized by the proper contractual document executed by the appointed CO. The contractor is hereby put on notice in the event a Government employee other than the CO directs a change in the work to be performed or increases the scope of work to be performed; it is the contractor's responsibility to make inquiry of the CO before making the deviation. Payments will not be made without being authorized by the appointed CO with the legal authority to bind the Government.

#### 15.0 FEDERAL HOLIDAYS

Fiscal Service observes the Federal holidays that are listed below and on the Office of Personnel Management website at <a href="https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/holidays-work-schedules-and-pay/">https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/holidays-work-schedules-and-pay/</a>. Except as specified by the Contracting Officer Representative, training shall not be required on the following Federal holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on Sunday are observed on the following Monday. Holidays shall also include any additional day(s) granted by Executive Order, which can be viewed on the Office of Personnel website at <a href="https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/">https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/</a>

#### 16.0 QUALITY ASSURANCE SURVEILLANCE PLAN

The purpose of the QASP is to ensure reliable, uninterrupted services are provided in accordance with the PWS. This plan will also ensure acceptable performance and assist in avoiding unnecessary mistakes and/or delays.

#### 16.1 PERFORMANCE CATEGORIES AND SURVEILLANCE METHOD

During contract performance, the COR may evaluate the skills of any & all instructors in the following manner:

a. <u>Quality of Service</u> – The Contractor shall obtain a Marginal rating or above on the course participant evaluations.

The COR will monitor the course to review and confirm the skills of any & all instructor(s) and to assess overall performance and effectiveness. The instructor's effectiveness will be evaluated using the following criteria:

- i. Knowledge of subject objectives and content
  - (a) Ability to meet the objectives of the course
- ii. Delivery and presentation skills
  - (a) Ability to convey subject matter logically to participants
  - (b) Ability to actively involve participants in learning experiences to reinforce lecture and course material
- iii. Ability to address course participants questions
- iv. Ability to keep the course organized and on schedule
  - (a) Classroom management
  - (b) Communication skills

The COR will also assess the evaluations completed by the course participants, paying particular attention to the ratings given to the course itself and the instructor.

b. Schedule/Timeliness – Training Course(s) were 99% completed within the agreed upon schedule and specified periods of performance.

- c. Business Relations customer service/interactions was 99% responsive and professional.
- d. Management of Key Personnel &/or Subcontractors Contractor management of the instructor was 99% effective in successfully performing the training course(s) of the contract.
- e. Utilization of Small Businesses Contractor provided the maximum practicable opportunity for Small Business (including Alaska Native Corporations (ANCs) and Indian Tribes) (including Small Disadvantaged Businesses (which also includes ANCs and Indian Tribes), Women Owned Small Businesses, Economically Disadvantaged Women Owned Small Business, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Businesse, and ANCs and Indian Tribes that are not Small Disadvantaged Businesses or Small Businesses) to participate in contract/order performance consistent with 100% efficient performance of the contract and the small business reports were timely and accurate.

#### 16.2 INCENTIVES AND DISINCENTIVES

- a. Incentive: If Contractor performs the training in accordance with performance standards then they will be rated satisfactory. If they provided extra tangible benefits beyond the contract, then they will be rated very good or exceptional and favorable comments will be documented in the Contractor's Past Performance.
- b. **Disincentive:** If the Contractor does not perform the training in accordance with the performance standards, then lower ratings (Marginal, Unsatisfactory) along with unfavorable comments will be documented on Contractor's Past Performance.

#### 16.3 PERFORMANCE ISSUES

If the Government evaluations identify unacceptable performance in any of the above categories, the COR will record it and notify the Contractor and the Contracting Officer within seven (7) business days. The Contractor will be required to initial the observation. Initialing of the observation does not constitute Contractor concurrence with the observation; it only indicates acknowledgement that the contractor has been made aware of a potential performance issue(s).

If the Government evaluations identify significant quality or qualification problems, the Contractor, at the Government's discretion, shall either:

- a. be expected to provide, at no additional cost to the Government, the subject course with a fully qualified instructor, or
- b. be asked to reduce price of contract, or
- c. the award may be terminated for cause.

If the Contractor does not agree with correcting the unacceptable performance issue(s) within the time specified by the Government, then the COR will notify the administrative Contracting Officer (ACO), who will take the appropriate administrative action for unacceptable performance.

#### 17.0 SECURITY AND ACCESS REQUIREMENT

Contractor personnel shall be escorted at all times when in Government facilities (if applicable) and will not have unsupervised access to any network resources.

The Contractor personnel performing services under this contract shall comply and complete security access requirements in accordance with Attachment A – Security Requirements prior to the start date of the contract performance or before performing work under this contract.

#### NOTICES, SOLICITATION PROVISIONS, AND PROHIBITIONS

#### 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: https://www.acquisition.gov/far/

#### **52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**

#### NOTICE TO FIRMS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

In accordance with FAR 9.405, offers are not solicited from firms debarred, suspended, or proposed for debarment. Ineligible firms shall consider this an informational copy only.

52.225-25 -- Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)

#### **QUOTATION INSTRUCTIONS**

The Offeror assumes full responsibility for ensuring all electronic materials and attachments submitted are formatted in accordance with the Bureau of the Fiscal Service Security Requirements. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered:

.bat, .cmd, .com, .exe, .pif, .rar, .scr, .vbs, .hta, .cpl, html, mhtml, and .zip files

The Government does not allow 3rd party messaging systems/secure mail, other than when authorized by the Government. In those cases, the Government's 3rd party message system will be used when requested.

Microsoft Office non-macro enabled compatible documents and PDF documents are acceptable. If the Offeror determines that other formats are necessary, it is the Offeror's responsibility to verify with Fiscal Service that those formats are acceptable. Proposal materials with unacceptable or unreadable formats may be found non-responsive.

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation:

- (a) Price shall be shown in U.S.dollars with a maximum of two decimal points.
- (b) Include the following:
  - 1) Per unit and extended pricing for each item.
  - 2) For products or services containing Information and Communication Technology (ICT):

VPAT for each item that is required to meet Section 508 Standards as identified in the solicitation. The Offeror shall submit a completed Voluntary Product Accessibility Template (VPAT) for each ICT product and service listed in their proposal, or obtain the VPAT from the manufacturer(s). By completing the VPAT the Offeror represents that the products and services offered in response to this solicitation comply with the Information and Communication Technology Standards at 36 CFR 1194, unless stated otherwise within the VPAT form.

ate, & Zip – 4 Digit, or Country for the
items were produced, manufactured,
vill be performed or provided from (i.e.

4)	UEI
5)	Invoice Terms
6)	Payment Terms
7)	Delivery Terms

8) Please provide response to FAR provisions, 52.204-24, 52.209-2, and 52.225-18 below.

# 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph(d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services- Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition. (1) Section 889(a) (1) (A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L.115- 232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--
  - (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) Section 889 (a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115- 232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
  - (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Covered telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services.
- (d) Representations. The Offeror represents that--
  - (1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will' in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-- It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph

- (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
- (e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
  - (i) For covered equipment--
  - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
  - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
  - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
  - (ii) For covered services--
  - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; mode I number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
  - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.
  - (2) Disclosure for the represent a t ion in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
  - (i) For covered equipment--
  - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
  - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
  - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
  - (ii) For covered services--
  - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
  - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

# 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (NOV 2015)

- (a) *Definitions*. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).
- (b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic

corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

- (c) Representation. The offeror represents that-
  - (1) It <u>is</u>, <u>is</u> not an inverted domestic corporation; and
  - (2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

#### 52.225-18 - Place of Manufacture (Aug 2018)

(a) Definitions. As used in this provision—

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
  - (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) Outside the United States.

#### 52.212-2 Evaluation -- Commercial Items (Oct 2014)

#### Basis for Award

Award will be made to the offeror with the lowest priced, technically acceptable quote. Technical acceptability will be determined by comparing quotations with the requirements of this solicitation.

It is the Government's intent to evaluate the lowest priced offeror first. If the offer is determined to be technically acceptable all other offers will not be evaluated. If the lowest priced offeror is determined to not be technically acceptable, the next lowest priced offeror will be evaluated and so forth.

The Government reserves the right to request clarification with Offeror(s) to clarify certain aspects of their quote or to resolve minor or clerical errors if necessary, at the Government's discretion and may also determine to make no award.

Failure to submit any of the requested information or follow any of the stated guidelines may result in the Offeror's quote being determined non-responsive. Non-responsive Quotes will not be eligible for award.

## **Attachment A - Security Requirements**

# 1 Applicability

Attachment A – Security Requirements details high-level security requirements that may apply to procured products, systems, and services.

This attachment applies to the Contractor, its subcontractors, and contractor personnel, including fiscal and financial agents (hereafter referred to collectively as "Contractor") and addresses specific Bureau of the Fiscal Service (Fiscal Service) requirements in addition to those included in the Federal Acquisition Regulation (FAR), the Privacy Act of 1974 (5 U.S.C. §552a), the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (Pub. L. 107-204, 116 Stat 745), and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data. The following should not be construed to alter or diminish civil and/or criminal liabilities provided under various laws or mandates.

## 2 Information Types

The term "information" is synonymous with data, regardless of format or medium.

#### 2.1 Sensitive But Unclassified Information

Sensitive But Unclassified information (SBU) is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under the Privacy Act but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy. SBU information is subject to stricter handling requirements than less sensitive non-SBU information because of the increased risk if the data are compromised. Some categories of SBU include financial, medical, health, legal, strategic, and business information. Personally Identifiable Information and Sensitive PII are also considered to be SBU. These categories of information require appropriate protection individually and may require additional protection when aggregated with other sensitive information.

#### 2.2 Controlled Unclassified Information

CUI is defined as information the government creates or possesses, or that an entity creates or possesses for or on behalf of the government, that a law, regulation, or government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls. However, CUI does not include classified information or information a non-executive branch entity possesses and maintains in its own systems that did not come from, or was not created or possessed by or for, an executive branch agency or an entity acting for an agency. Law, regulation, or government-wide policy may require or permit safeguarding or dissemination controls in three ways: Requiring or permitting

agencies to control or protect the information but providing no specific controls, which makes the information CUI Basic; requiring or permitting agencies to control or protect the information and providing specific controls for doing so, which makes the information CUI Specified; or requiring or permitting agencies to control the information and specifying only some of those controls, which makes the information CUI Specified, but with CUI Basic controls where the authority does not specify.

### 2.3 Personally Identifiable Information

Personally Identifiable Information (PII) as defined in OMB Memorandum M-07-16, refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute PII.

### 2.4 Sensitive Personally Identifiable Information

Sensitive PII refers to information that can be used to target, harm, or coerce an individual or entity; assume or alter an individual's or entity's identity; or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

#### 3 Information Protection

The Contractor's employees, facilities, services and product(s) must meet applicable United States (U.S.) federal government laws, directives, executive orders, standards, guidelines, and other requirements for information security, privacy, personnel security, physical security, and data encryption. The Contractor must follow United States Government, Treasury, and Fiscal Service procedures for proper handling of SBU, CUI and PII. The Contractor may be required to assist with security reviews by providing information about processes, software, facilities, personnel, and equipment through interviews, on-site inspections (if necessary), and documentary evidence.

The contractor must be responsible for implementing security and privacy controls to protect information used, gathered, or developed as a result of work under this contract. The strength of security and privacy controls implemented must be consistent with the FIPS 199 categorization

**Moderate** of the information, as determined by Fiscal Service. The contractor must document security and privacy controls in place to protect information and apply controls to protect such documentation from unauthorized disclosure.

Security and privacy control documentation must include an allocation of responsibility between control providers regarding control implementation. The documentation must also include a description of the security and privacy controls implemented and demonstrated use of a system development lifecycle in the implementation of security and privacy controls. The contractor must establish processes to identify and address weaknesses or deficiencies in their supply chain. Supply chain controls will be implemented as part of these processes and documented by the contractor.

Information systems and services performing work on behalf of the Fiscal Service must be located, operated and maintained within the U.S.; operations and maintenance of systems must be conducted by personnel physically located within the U.S or its territories. "Operated" refers to carrying out administrator/privileged user functions, such as, database administration, patching, upgrades and maintenance. Administrator/ privileged access must not be permitted from outside of the U.S. Foreign remote maintenance, systems monitoring, foreign "call service centers," "help desks," and the like are prohibited. Fiscal Service information must be accessed only by personnel meeting or surpassing the Treasury citizenship requirements (as determined by Personnel Security, see section 7 below). Extra precautions should be in place for other types of access from foreign locations.

When needed per Fiscal Service direction, the Contractor and Fiscal Service officials must prepare a Memorandum of Understanding (MOU) or Interconnection Security Agreement (ISA) prior to connecting to external information systems and in accordance with Fiscal Service processes. The Contractor is required to use Fiscal Service's MOU or ISA document. Modifications to the template language are not allowed. Any computer equipment used by or on behalf of the Fiscal Service must support the latest Transport Layer Security (TLS) standard and comply with current NIST guidance.

The Contractor must report any suspected security incident by phone to the Fiscal Service IT Service Desk immediately upon identification of a suspected security incident: 304-480-7777.

# 4 Federal Regulatory Requirements and Industry Standards

The Contractor's performance and systems must comply with applicable federal government laws, directives, executive orders, standards, guidelines, and other requirements for information security, personnel security, physical security, and data encryption. The Contractor's performance and systems must comply with the most current versions of the following applicable Federal and industry information technology regulatory requirements and standards:

- Federal Information Security Modernization Act of 2014 (FISMA)
- FIPS 140, Security Requirements for Cryptographic Modules
- FIPS 199, Standards for Security Categorization of Federal Information and Information Systems
- FIPS 200, Minimum Security Requirements for Federal Information and Information Systems

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- FIPS 201-2, Personal Identity Verification for Federal Employees and Contractors
- Fiscal Service Baseline Security Requirements (BLSRs)
- NIST Cybersecurity Framework
- NIST Privacy Framework
- NIST SP 800-37
- NIST SP 800-53
- NIST SP 800-53A
- NIST SP 800-63-3
- NIST SP 800-137
- NIST SP 800-171
- OMB Circular A-123
- OMB Circular A-130
- Public Law 93-579, The Privacy Act of 1974
- IRS Publication 1075
- TD P 85-01 Treasury Information Technology Security Program
- TD P 15-71 Department of the Treasury Security Manual

### 4.1 Privacy Act Compliance

- (a) Contractors must comply with the Privacy Act's requirements in the design, development, or operation of any system of records containing PII developed or operated for Fiscal Service or to accomplish a Fiscal Service function for a System of Records (SOR)<sup>1</sup>. Contractors must assist in the completion of any required Privacy Threshold Analysis (PTA) and/or Privacy Impact Analysis (PIA).
- (b) In the event of violations of the Act, a civil action may be brought against Fiscal Service when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an Fiscal Service function, and criminal penalties may be imposed upon the officers or employees of Fiscal Service when the violation concerns the operation of a SOR on individuals to accomplish an Fiscal Service function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish a Fiscal Service function, the Contractor is considered to be an employee of the agency.

# **5 Security and Privacy Awareness Training**

The Contractor and subcontractor personnel who require access to Fiscal Service information or information systems will be required to review and sign Rules of Behavior, and complete security awareness training prior to being granted access. For the first 60 days of user access, reviewing and signing the Rules of Behavior is adequate for meeting the security awareness training requirement. If the security awareness training requirement is not completed, access may be revoked. Security and

<sup>&</sup>lt;sup>1</sup> "System of Records" is defined as 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.

Privacy training will be required on a recurring annual basis, of all contractor and subcontractor staff performing work for Fiscal Service, provided by Fiscal Service and/or by the contractor. Access may be revoked if the annual security training is not completed. When necessary, Contractors and subcontractors will be required to sign Non-disclosure agreements.

# 6 Cloud and FedRAMP Requirements

Cloud based systems or services must comply with OMB Federal Risk and Authorization Management Program (FedRAMP) requirements, as well as, FedRAMP Privacy requirements. These requirements are in addition to U.S. Government, Department of the Treasury, and Fiscal Service requirements specified throughout this document. Cloud Service Providers must have FedRAMP compliant security documentation sufficient to obtain a provisional authorization.

Cloud based systems or services must have a FedRAMP third party assessment organization (3PAO) security assessment. Contractor must obtain this assessment service and coordinate completion of assessment. Cloud Service Providers must comply with FedRAMP guidance regarding continuous monitoring activities. Fiscal Service must have access to ongoing continuous monitoring documentation, such as POA&M documentation.

Contractors must be responsible for the following privacy and security safeguards:

- To the extent required to carry out the FedRAMP assessment and authorization process and FedRAMP continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the Contractor must afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- 2. 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 must immediately bring the situation to the attention of the other party.
- 3. The contractor must also comply with any additional FedRAMP privacy requirements.
- 4. The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's IT environment being used to provide or facilitate services for the Government. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the contractor must be responsible for the following privacy and security safeguards:
  - (a) The Contractor must 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. Exception Disclosure to a Consumer Agency for purposes of C&A verification.

- (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 must 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 must immediately bring the situation to the attention of the other party.

If the vendor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration must be approved by the Government. In addition, the results of vendor-conducted scans must be provided, in full, to the Government.

The government will retain unrestricted rights to government data. The government retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, as well as maintains the right to request full copies of these at any time.

The data that is processed and stored by the various applications within the network infrastructure may contain financial data, as well as, PII. This data and PII must be protected against unauthorized access, disclosure or modification, theft, or destruction. The contractor must ensure that the facilities that house the network infrastructure are physically secure.

Identified gaps between required Fiscal Service and FedRAMP Security Control Baselines and Continuous Monitoring controls, and the contractor's implementation, as documented in the Security Assessment Report, must be tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before an authorization is granted.

The contractor is responsible for mitigating all security risks found during SA&A, and continuous monitoring activities.

Fiscal Service may choose to cancel the (Contract/award) and terminate any outstanding orders if the contractor has its provisional authorization revoked and/or the deficiencies are greater than agency risk tolerance thresholds.

The vendor is advised to review the FedRAMP guidance documents to determine the level of effort that will be necessary to complete the requirements. All FedRAMP documents and templates are available at the FedRAMP website (https://www.fedramp.gov).

Maintenance of the FedRAMP Provisional Authorization will be through continuous monitoring and periodic audit of the operational controls within a contractor's system, environment, and processes to determine if the security controls in the information system continue to be effective over time in light of

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changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables are updated and submitted to the FedRAMP PMO as required by FedRAMP Requirements. The submitted deliverables (or lack thereof) provide a current understanding of the security state and risk posture of the information systems. The deliverables will allow the FedRAMP JAB to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur. Contractors will be required to provide updated deliverables and automated data feeds as defined in the FedRAMP Continuous Monitoring Plan.

# 7 Bureau of the Fiscal Service (Fiscal Service) Personnel Security and Suitability Requirements for Contractors and Subcontractors

#### 7.1 GENERAL

The Fiscal Service has determined that performance of this contract requires that the Contractor, subcontractor(s), and vendor(s) (herein known as Contractor), does not requires access to Sensitive but Unclassified (SBU) information (herein known as unclassified information) and the contract was evaluated as:

"Limited Risk" All contractor personnel will be a U.S. citizen

### **Revised Attachment B - Specifications and Price Sheet** RFQ-ISS-34100804-22-004 **DESCRIPTION** Certified Information Systems Security Professional (CISSP) Review & Exam Course -Virtual Training - Course Length: Five (5) Days - Min/Max Participants: 8-15 - Preferred Date: September 19, 2022 - September 23, 2022 Alternate Date: September 26, 2022 - September 30, 2022 -Time of Sessions: 8:00am (ET) - 4:30pm (ET) \*\*Exam: Two (2) Attempts - Participant shall re-sit the course is exam is not passed on the first attempt Pricing Individual Price for Participants 1-8 \$0.00 Fill in this box **Total Paticipants 1-8** \$0.00 Automatically Calculated Individual Cost for Participants 9-15 \$0.00 Fill in this box Total Participants 9-15 \$0.00 Automatically Calculated **\$0.00** Automatically Calculated TOTAL (1-15)

\*Although formulas are imbedded within this spreadsheet, it is the Offeror's responsibility to ensure that pricing submitted is accurate and as-intended.

# ICT Accessibility Requirements Statement per the Revised Section 508 of the Rehabilitation Act

# **CISSP Training for SAB**

Department of the Treasury - Bureau of the Fiscal Service

**General Exceptions** 

**Electronic Content** 

**CISSP Training via Virtual Classroom** 

#### **Technical Criteria:**

- <u>E205.1 General</u> Electronic content shall comply with E205.
- E205.3 Agency Official Communication -

Electronic content that is not public facing shall conform to the accessibility requirements specified in E205.4 when such content constitutes official business and is communicated by an agency through one or more of the following:

- o A. An emergency notification;
- B. An initial or final decision adjudicating an administrative claim or proceeding;
- o C. An internal or external program or policy announcement;
- D. A notice of benefits, program eligibility, employment opportunity, or personnel action;
- o E. A formal acknowledgement of receipt;
- o F. A survey questionnaire;
- o G. A template or form;
- o H. Educational or training materials; or
- o I. Intranet content designed as a Web page.
- E205.4 Accessibility Standard (WCAG 2.0) -
- E205.4.1 Word Substitution when Applying WCAG to non-Web Documents -

For non-Web documents, wherever the term "Web page" or "page" appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term "document" shall be substituted for the terms "Web page" and "page".

In addition, in Success Criterion in 1.4.2, the phrase "in a document" shall be substituted for the phrase "on a Web page"...

### The following standards are applicable:

- o All WCAG A & AA Success Criteria apply.
- o 602 Support Documentation
- o 603 Support Services
- o 302 Functional Performance Criteria

### The following standards are applicable:

- o All WCAG A & AA Success Criteria except
  - 2.4.1 Bypass Blocks
  - 2.4.5 Multiple Ways
  - 3.2.3 Consistent Navigation
  - 3.2.4 Consistent Identification
- o 602 Support Documentation
- o 603 Support Services
- o 302 Functional Performance Criteria
- <u>602 Support Documentation</u> -
- 603 Support Services -
- 302 Functional Performance Criteria -

#### **ICT Support and Services**

#### **CISSP Training**

#### **Technical Criteria:**

- <u>E208.1 General</u> Where an agency provides support documentation or services for ICT, such documentation and services shall conform to the requirements in Chapter 6.
- <u>E601.1 Scope</u> The technical requirements in Chapter 6 shall apply to ICT support documentation and services where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
- <u>E603.1 General</u> ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.

- <u>E603.2 Information on Accessibility and Compatibility Features</u> ICT support services shall include information on the accessibility and compatibility features required by 602.2.
- <u>E603.3 Accommodation of Communication Needs</u> Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.

#### **Functional Performance Criteria:**

- <u>301.1 Scope</u> The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
- <u>302.1 Without Vision</u> Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.
- <u>302.2 With Limited Vision</u> Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
- <u>302.3 Without Perception of Color</u> Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- <u>302.4 Without Hearing</u> Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- <u>302.5 With Limited Hearing</u> Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- <u>302.6 Without Speech</u> Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- <u>302.7 With Limited Manipulation</u> Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- <u>302.8 With Limited Reach and Strength</u> Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.
- <u>302.9 With Limited Language, Cognitive, and Learning Abilities</u> ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.