

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER OCIO-19-0174		PAGE OF 1 27		
2. CONTRACT NO. GS35F0297K		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 31310019F0150		5. SOLICITATION NUMBER		
6. SOLICITATION ISSUE DATE								
7. <b>FOR SOLICITATION INFORMATION CALL</b>		a. NAME DANIEL APP			b. TELEPHONE NUMBER (No collect calls) 301-415-6985		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				CODE NRCHQ				
10. THIS ACQUISITION IS				<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED SMALL BUSINESS PROGRAM EDWOSB NAICS: 517312 <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: 1,500				
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP								
15. DELIVER TO NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001				CODE NRCHQ				
16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001								
17a. CONTRACTOR/ OFFEROR		CODE 003548489		FACILITY CODE		18a. PAYMENT WILL BE MADE BY FISCAL ACCOUNTING PROGRAM ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 PARKERSBURG WV 26106-1328		
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		CODE NRCPAYMENTS						
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
23. UNIT PRICE		24. AMOUNT						
00001		Accounting Info:  Period of Performance: 09/30/2019 to 09/29/2020 Base Period Line Item Ceiling: \$397,903.48 Incrementally Funded Amount: \$397,903.48 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				397,903.48		
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,491,134.88				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) JOSEPH L. WIDDUP		31c. DATE SIGNED 09/27/2019		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
10001	Option Period 1 Amount: \$542,840.45 (Option Line Item) Anticipated Exercise Date 09/29/2020 Line Item Ceiling: \$542,840.45  Period of Performance: 09/30/2020 to 09/29/2021				0.00
20001	Option Period 2 Amount: \$613,359.05 (Option Line Item) Anticipated Exercise Date 09/29/2021  Period of Performance: 09/30/2021 to 09/29/2022				0.00
30001	Option Period 3 Amount: \$1,724,525.95 (Option Line Item) Anticipated Exercise Date 09/29/2022  Period of Performance: 09/30/2022 to 09/29/2023				0.00
40001	Option Period 4 Amount: \$2,212,505.95 (Option Line Item) Anticipated Exercise Date 09/29/2023  Period of Performance: 09/30/2023 to 09/29/2024  The obligated amount of award: \$397,903.48. The total for this award is shown in box 26.				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

## **BRIEF DESCRIPTION OF WORK ALTERNATE I**

The title of this project is: Mobility Services

## **CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE**

The amount currently funded on this award is \$397,903.48

## **PERIOD OF PERFORMANCE**

Base Period: 09/30/2019 – 09/29/2020

Option Period 1: 09/30/2020 – 09/29/2021

Option Period 2: 09/30/2021 – 09/29/2022

Option Period 3: 09/30/2022 – 09/29/2023

Option Period 4: 09/30/2023 – 09/29/2024

## **INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

## **BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Information Officer, under Contract Number GS35F0297K, Order Number 31310019F0150.

## **PACKAGING AND MARKING**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: n/a.

## **52.217-6 OPTION FOR INCREASED QUANTITY. (MAR 1989)**

The Government may require continued performance of any services within the limits and at the rates specified in the order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6

months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to order expiration.  
(End of clause)

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the then-current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### **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/these addresses:

<http://www.acquisition.gov/far>

<https://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html>

#### **CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The contracting officer's representative, hereinafter referred to as the COR, for this order is:

COR:

Name: Dale Goode

Address: 11555 Rockville Pike, Rockville, MD 20852

Telephone Number: 301-287-0799 Email: [Dale.Goode@nrc.gov](mailto:Dale.Goode@nrc.gov)

Alternate COR:

Name: Catherine Graziose

Address: 11555 Rockville Pike, Rockville, MD 20852

Telephone Number: 301-287-0658 Email: [Catherine.Graziose@nrc.gov](mailto:Catherine.Graziose@nrc.gov)

(b) The COR shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the order.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the order and make recommendations for approval, disapproval, or suspension.

(c) The contracting officer representative may not make changes to the express terms and conditions of this order.

**NRCAR Clauses Incorporated By Reference**

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)

**REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

**COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government.

The Standards for Section 508 of the Rehabilitation Act (codified at [36 CFR § 1194](#)) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018.

The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in [40 U.S.C. 11101\(6\)](#)) and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at [https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194main_02.tpl)).

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

1. in conformance with, and
2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

The following is an outline of the Revised 508 Standards that identifies what provisions are always applicable and which ones may be applicable. If “Maybe” is stated in the table below, then those provisions are applicable only if they are within the scope of this acquisition.

Applicable to the Order?	Provision of 36 CFR Part 1194
Maybe	1. <a href="#">Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements</a>
Maybe	<ul style="list-style-type: none"> <li>Section 508 Chapter 1: Application and Administration - <i>sets forth general application and administration provisions</i></li> </ul>
Maybe	<ul style="list-style-type: none"> <li>Section 508 Chapter 2: Scoping Requirements - <i>containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications)</i></li> </ul>
Maybe	2. <a href="#">Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements</a>
Maybe	<ul style="list-style-type: none"> <li>Chapter 3: Functional Performance Criteria – <i>applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards</i></li> </ul>
Maybe	<ul style="list-style-type: none"> <li>Chapter 4: Hardware</li> </ul>
Maybe	<ul style="list-style-type: none"> <li>Chapter 5: Software</li> </ul>
Maybe	<ul style="list-style-type: none"> <li>Chapter 6: Support Documentation and Services (<i>applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support</i>) (<i>Always applies if Chapters 4 or 5 apply</i>)</li> </ul>
Maybe	<ul style="list-style-type: none"> <li>Chapter 7: Referenced Standards</li> </ul>
Maybe	3. <a href="#">Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000</a>

## AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

#### **USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/ REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system.

#### **NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)**

Applicable NRCAR provisions and clauses located in 48 CFR Chapter 20 are hereby incorporated by reference into this contract/order.

#### **ELECTRONIC PAYMENT (DEC 2017)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System for Award Management." To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.  
(End of Clause)

#### **BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Electronic Invoice/Voucher Submissions:** Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at [www.ipp.gov](http://www.ipp.gov).

**Purchase of Capital Property:** *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC [Management Directive \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

**Agency Payment Office:** Payment will be made by the office designated in the contract in Block 18a of Standard Form 1449.



**Frequency:** The contractor shall submit invoices for payment once each month, unless otherwise authorized by the Contracting Officer.

**Supporting Documentation:** Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices must be expressed in U.S. Dollars.

***Does my company need to register in IPP?***

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, [STLS.IPPHELPDESK@stls.frb.org](mailto:STLS.IPPHELPDESK@stls.frb.org).
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address ([STLS.IPPHELPDESK@stls.frb.org](mailto:STLS.IPPHELPDESK@stls.frb.org)) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

***What type of is training provided?***

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

***How do I receive assistance with IPP?***

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov).

The NRC requires access to manage billing via an online portal with the ability to see unbilled as well as current usage. The online portal shall allow the COR/Alternate COR and approved



designees to track accounts, manage products and services, view and pay bills, and run reports.

Billing shall be prorated daily for the billing period and include both activated units and emergency units.

#### Agency Billing Summary Report

The Contractor shall provide an electronic billing summary by account to the COR each calendar month. Additionally, the Contractor shall provide the above to the Mobile Services Category Team Portal (<https://tscportal.fas.gsa.gov/#/login>) each calendar month (15th). If the Contractor provides Account Billing Summary Report (ABSR) reporting for Wireless Carrier Services, then it will be required to submit reporting in accordance with the following data elements:

- Account Name
- Account Number
- CLIN
- Item Description
- Quantity of Units
- Unit Price
- Billed Monthly Recurring Charge
- Prorated MRC (Y/N)
- Usage Non-Recurring Charge (NRC)
- Non-Usage NRC
- Adjustments/Credits
- Taxes/Surcharges
- Agency Fee
- Subtotal
- Account Total
- Post Billing Charge (\$)
- Task Order > \$150k (Y/N)
- Number of Units
- Comments

#### Billing Fraud or Excessive Usage

The Contractor shall electronically notify the NRC by the next business day if potential fraud or excessive usage is identified.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.

## Attachment 1: PRICE SCHEDULE

### Base Period

Item No.	Description	GSA Naming Convention	Quantity	Unit	Unit Price	Monthly Amount	Annual Amount
<b>Service Plans</b>							
0001	1000 - Metered MRC	Metered MRC	0	MO			
0002	1004 - 400 pooled voice minutes	GOV Nation Pooled 400	500	MO			
0003	1005 - 900 pooled voice minutes	GOV Nation Pooled 900	0	MO			
0004	1008 - Emergency Units MRC	Emergency Units MRC	2	MO			
0005	1104 - 5 GB Pooled	5 GB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices	290	MO			
0006	1206 - Data Only Unlimited Domestic	Unlimited MRC Data without voice plan	250	MO			
0007	1108 - Data Add-On Unlimited (Domestic and International )	AT&T Domestic and International Data- Select-Open Market <sup>1,2,3,4,5,6</sup>	110	MO			
0008	3001 - Push to Talk	AT&T Enhanced PTT Bolt-on	0	MO			
0009	3003 - Wireless Priority service (WPS)	Wireless Priority Service	25	MO			
0010	3009 Data Global Add-On 300 MB	Data Global Add-On Feature - includes 300 M	1	MO			
0011	3010 Data Global Add-on 800 MB	Data Global Add-On Feature – includes 800 MB	38	MO			

001 2	1104/3000 - Data Add- On 5GB Pooled with Tethering	5 GB Pooled - Data and Tethering Add- On to eligible voice plan - Cross Device Pooling with Eligible Devices	50	MO			
001 3	1106/3000 - Data Add- On Unlimited Domestic with Tethering	UNLIMITED MRC – DATA AND TETHERING ADD-ON TO ELIGIBLE VOICE PLAN	21	MO			
001 4	Open Market - 800 MB Data Global Add-on with WiFi	Not available	1	MO			
001 5	Open Market - Domestic - Unlimited Messaging	Not available	1	MO			
		<b>Subtotal Service Plans</b>					<b>\$388,938.96</b>
		<b>Equipment and Accessories</b>					
		<b>Unit Price</b>	<b>Total</b>				
001 6	Voice Only Devices	Open Market- Sonim XP3; Cingular Flip 21,2,3	0	Eac h			
001 7	Open Market - iPhone 8	Open Market - iPhone 8 64GB1,2,3	30	Eac h			
001 8	Open Market - iPad 6th Gen	Open Market - iPad 6th Gen- 32GB1,2,3	2	Eac h			
001 9	Open Market - Samsung Galaxy S8	Open Market - Samsung Galaxy S81,2,3	30	Eac h			
002 0	Open Market - Samsung Tab S4	Open Market - Samsung Tab S41,2,3	10	Eac h			
002 1	Open Market - United Express 2	Open Market - United Express	10	Eac h			

	MiFi	2 MiFi <sup>1,2,3</sup>					
002 2	Open Market - Defender Series Protective Case	Open Market – Otterbox Defender Series Protective Case <sup>1,3</sup>	60	Eac h			
002 3	Open Market - iPad Case Incipio	Open Market - iPad Case Incipio <sup>1,3</sup>	2	Eac h			
002 4	Open Market - Tab 4 Keyboard Cover	Open Market - Tab 4 Keyboard Cover <sup>1,3</sup>	10	Eac h			
002 5	Overages	Overages- Domestic Voice Pool per minute	1	Eac h			
		<b>Subtotal Equipment and Accessories</b>					
		<b>TOTAL Base Period:</b>					<b>\$397,903.4 8</b>

#### Option Period 1

Item No.	Description	GSA Naming Convention	Quantity	Unit	Unit Price	Monthly Amount	Annual Amount
<b>Service Plans</b>							
100 1	1000 - Metered MRC	Metered MRC	0	MO			
100 2	1004 - 400 pooled voice minutes	GOV Nation Pooled 400	600	MO			
100 3	1005 - 900 pooled voice minutes	GOV Nation Pooled 900	0	MO			
100 4	1008 - Emergency Units MRC	Emergency Units MRC	0	MO			
100 5	1104 - 5 GB Pooled	5 GB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices	350	MO			
100 6	1206 - Data Only Unlimited Domestic	Unlimited MRC Data without voice plan	300	MO			



		<b>Subtotal Service Plans</b>					
		<b>Equipment and Accessories</b>					
		<b>Unit Price</b>	<b>Total</b>				
1016	Voice Only Devices	Open Market-Sonim XP3; Cingular Flip 2 1,2,3	0	Each			
1017	Open Market - iPhone 8	Open Market - iPhone 8 64GB 1,2,3	20	Each			
1018	Open Market - iPad 6th Gen	Open Market - iPad 6th Gen-32GB 1,2,3	10	Each			
1019	Open Market - Samsung Galaxy S8	Open Market - Samsung Galaxy S8 1,2,3	20	Each			
1020	Open Market - Samsung Tab S4	Open Market - Samsung Tab S4	20	Each			
1021	Open Market - United Express 2 MiFi	Open Market - United Express 2 MiFi 1,2,3	10	Each			
1022	Open Market - Defender Series Protective Case	Open Market - Otterbox Defender Series Protective Case 1,3	40	Each			
1023	Open Market - iPad Case Incipio	Open Market - iPad Case Incipio 1,3	10	Each			
1024	Open Market - Tab 4 Keyboard Cover	Open Market - Tab 4 Keyboard Cover 1,3	20	Each			
1025	Overages	Overages-Domestic Voice Pool per minute	1	Each			
		<b>Subtotal Equipment and Accessories</b>					
							<b>\$542,840.45</b>

**Option Period 2**

Item No.	Description	GSA Naming Convention	Quantity	Unit	Unit Price	Monthly Amount	Annual Amount
		<b>Service Plans</b>					

2001	1000 - Metered MRC	Metered MRC	0	MO	████	████	████
2002	1004 - 400 pooled voice minutes	GOV Nation Pooled 400	600	MO	████	████	████
2003	1005 - 900 pooled voice minutes	GOV Nation Pooled 900	0	MO	████	████	████
2004	1008 - Emergency Units MRC	Emergency Units MRC	0	MO	████	████	████
2005	1104 - 5 GB Pooled	5 GB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices	350	MO	████	████	████
2006	1206 - Data Only Unlimited Domestic	Unlimited MRC Data without voice plan	300	MO	████	████	████
2007	1108 - Data Add-On Unlimited (Domestic and International)	AT&T Domestic and International Data- Select-Open Market, 1,2,3,4,5,6	200	MO	████	████	████
2008	3001 - Push to Talk	AT&T Enhanced PTT Bolt-on	0	MO	████	████	████
2009	3003 - Wireless Priority service (WPS)	Wireless Priority Service	14	MO	████	████	████
2010	3009 Data Global Add-On 300 MB	Data Global Add-On Feature - includes 300 M	1	MO	████	████	████
2011	3010 Data Global Add-on 800 MB	Data Global Add-On Feature – includes 800 MB	80	MO	████	████	████
2012	1104/3000 - Data Add-On 5GB Pooled with Tethering	5 GB Pooled - Data and Tethering Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices	70	MO	████	████	████
2013	1106/3000 - Data Add-On	UNLIMITED MRC – DATA AND	44	MO	████	████	████



	Unlimited Domestic with Tethering	TETHERING ADD-ON TO ELIGIBLE VOICE PLAN					
2014	Open Market - 800 MB Data Global Add-on with WiFi	Not available	1	MO			
2015	Open Market - Domestic - Unlimited Messaging	Not available	1	MO			
		<b>Subtotal Service Plans</b>					<b>\$528,666.00</b>
		<b>Equipment and Accessories</b>					
		<b>Unit Price</b>	<b>Total</b>				
2016	Voice Only Devices	Open Market-Sonim XP3; Cingular Flip 2 1,2,3	0	Each			
2017	Open Market - iPhone 8	Open Market - iPhone 8 64GB 1,2,3	20	Each			
2018	Open Market - iPad 6th Gen	Open Market - iPad 6th Gen-32GB 1,2,3	50	Each			
2019	Open Market - Samsung Galaxy S8	Open Market - Samsung Galaxy S8 1,2,3	20	Each			
2020	Open Market - Samsung Tab S4	Open Market - Samsung Tab S4 1,2,3	100	Each			
2021	Open Market - United Express 2 MiFi	Open Market - United Express 2 MiFi 1,2,3	30	Each			
2022	Open Market - Defender Series Protective Case	Open Market - Otterbox Defender Series Protective Case 1,3	40	Each			
2023	Open Market - iPad Case Incipio	Open Market - iPad Case Incipio 1,3	50	Each			
2024	Open Market - Tab 4 Keyboard Cover	Open Market - Tab 4 Keyboard Cover 1,3	100	Each			

2025	Overages	Overages-Domestic Voice Pool per minute	1	Each			
		<b>Subtotal Equipment and Accessories</b>					
			<b>TOTAL</b>				<b>\$613,359.05</b>
			<b>Option 2 Period:</b>				

### Option Period 3

Item No.	Description	GSA Naming Convention	Quantity	Unit	Unit Price	Monthly Amount	Annual Amount
		<b>Service Plans</b>					
3001	1000 - Metered MRC	Metered MRC	0	MO			
3002	1004 - 400 pooled voice minutes	GOV Nation Pooled 400	600	MO			
3003	1005 - 900 pooled voice minutes	GOV Nation Pooled 900	0	MO			
3004	1008 - Emergency Units MRC	Emergency Units MRC	0	MO			
3005	1104 - 5 GB Pooled	5 GB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices	350	MO			
3006	1206 - Data Only Unlimited Domestic	Unlimited MRC Data without voice plan	1600	MO			
3007	1108 - Data Add-On Unlimited (Domestic and International)	AT&T Domestic and International Data- Select-Open Market, 1,2,3,4,5,6	200	MO			
3008	3001 - Push to Talk	AT&T Enhanced PTT Bolt-on	0	MO			
3009	3003 - Wireless Priority service (WPS)	Wireless Priority Service	14	MO			
3010	3009 Data Global Add-On 300 MB	Data Global Add-On Feature - includes 300 M	1	MO			

3011	3010 Data Global Add-on 800 MB	Data Global Add-On Feature – includes 800 MB	80	MO			
3012	1104/3000 - Data Add-On 5GB Pooled with Tethering	5 GB Pooled - Data and Tethering Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices	70	MO			
3013	1106/3000 - Data Add-On Unlimited Domestic with Tethering	UNLIMITED MRC – DATA AND TETHERING ADD-ON TO ELIGIBLE VOICE PLAN	44	MO			
3014	Open Market - 800 MB Data Global Add-on with WiFi	Not available	1	MO			
3015	Open Market - Domestic - Unlimited Messaging	Not available	1	MO			
		<b>Subtotal Service Plans</b>					
		<b>Equipment and Accessories</b>					
		<b>Unit Price</b>	<b>Total</b>				
3016	Voice Only Devices	Open Market-Sonim XP3; Cingular Flip 2 1,2,3	0	Each			
3017	Open Market - iPhone 8	Open Market - iPhone 8 64GB 1,2,3	10	Each			
3018	Open Market - iPad 6th Gen	Open Market - iPad 6th Gen-32GB 1,2,3	700	Each			
3019	Open Market - Samsung Galaxy S8	Open Market - Samsung Galaxy S8 1,2,3	10	Each			
3020	Open Market - Samsung Tab S4	Open Market - Samsung Tab S4 1,2,3	700	Each			
3021	Open Market - United Express 2	Open Market - United Express 2 MiFi 1,2,3	10	Each			

	MiFi							
3022	Open Market - Defender Series Protective Case		Open Market – Otterbox Defender Series Protective Case 1,3	20	Each			
3023	Open Market - iPad Case Incipio		Open Market - iPad Case Incipio 1,3	1000	Each			
3024	Open Market - Tab 4 Keyboard Cover		Open Market - Tab 4 Keyboard Cover 1,3	1000	Each			
3025	Overages		Overages-Domestic Voice Pool per minute	1	Each			
		Subtotal Equipment and Accessories						
			TOTAL					\$1,724,525.95
			Option 3 Period:					

#### Option Period 4

Item No.	Description	GSA Naming Convention	Quantity	Unit	Unit Price	Monthly Amount	Annual Amount
		<b>Service Plans</b>					
4001	1000 - Metered MRC	Metered MRC	0	MO			
4002	1004 - 400 pooled voice minutes	GOV Nation Pooled 400	600	MO			
4003	1005 - 900 pooled voice minutes	GOV Nation Pooled 900	0	MO			
4004	1008 - Emergency Units MRC	Emergency Units MRC	0	MO			
4005	1104 - 5 GB Pooled	5 GB Pooled Data without voice plan - Cross Device Pooling with Eligible Devices	350	MO			
4006	1206 - Data Only Unlimited Domestic	Unlimited MRC Data without voice plan	3100	MO			
4007	1108 - Data Add-On Unlimited	AT&T Domestic and International Data- Select- Open	200	MO			

	(Domestic and International)	Market1,1,2,3,4,5,6					
4008	3001 - Push to Talk	AT&T Enhanced PTT Bolt-on	0	MO			
4009	3003 - Wireless Priority service (WPS)	Wireless Priority Service	14	MO			
4010	3009 Data Global Add-On 300 MB	Data Global Add-On Feature - includes 300 M	1	MO			
4011	3010 Data Global Add-on 800 MB	Data Global Add-On Feature – includes 800 MB	80	MO			
4012	1104/3000 - Data Add-On 5GB Pooled with Tethering	5 GB Pooled - Data and Tethering Add-On to eligible voice plan - Cross Device Pooling with Eligible Devices	70	MO			
4013	1106/3000 - Data Add-On Unlimited Domestic with Tethering	UNLIMITED MRC – DATA AND TETHERING ADD-ON TO ELIGIBLE VOICE PLAN	44	MO			
4014	Open Market - 800 MB Data Global Add-on with WiFi	Not available	1	MO			
4015	Open Market - Domestic - Unlimited Messaging	Not available	1	MO			
		<b>Subtotal Service Plans</b>					<b>\$1,484,490.00</b>
		<b>Equipment and Accessories</b>					
		<b>Unit Price</b>	<b>Total</b>				
4016	Voice Only Devices	Open Market-Sonim XP3; Cingular Flip 2 1,2,3	0	Each			
4017	Open Market - iPhone 8	Open Market - iPhone 8 64GB 1,2,3	10	Each			
4018	Open Market	Open Market - iPad	700	Each			

	- iPad 6th Gen	6th Gen- 32GB 1,2,3					
4019	Open Market - Samsung Galaxy S8	Open Market - Samsung Galaxy S8 1,2,3	10	Each			
4020	Open Market - Samsung Tab S4	Open Market - Samsung Tab S4 1,2,3	700	Each			
4021	Open Market - United Express 2 MiFi	Open Market - United Express 2 MiFi 1,2,3	10	Each			
4022	Open Market - Defender Series Protective Case	Open Market – Otterbox Defender Series Protective Case 1,3	20	Each			
4023	Open Market - iPad Case Incipio	Open Market - iPad Case Incipio 1,3	1000	Each			
4024	Open Market - Tab 4 Keyboard Cover	Open Market - Tab 4 Keyboard Cover 1,3	1000	Each			
4025	Overages	Overages- Domestic Voice Pool per minute	1	Each			
		<b>Subtotal Equipment and Accessories</b>					
				<b>TOTAL</b>			<b>\$2,212,505.95</b>
		<b>Option 4 Period:</b>					

**Total Base and All Option Years: \$5,491,134.88**

## ATTACHMENT 2 – STATEMENT OF WORK

### Background:

The U.S. Nuclear Regulatory Commission (NRC) was created as an independent agency by Congress in 1974 to ensure the safe use of radioactive materials for beneficial civilian purposes while protecting people and the environment. The NRC regulates commercial nuclear power plants and other uses of nuclear materials, such as in nuclear medicine, through licensing, inspection and enforcement of its requirements.

Historically, the NRC has successfully streamlined the procurement and management of mobility devices and data plans via the General Services Administration (GSA)'s Best-in-Class (BIC) solution. The NRC intends to utilize GSA's BIC solution via GSA IT Schedule 70 to procure mobile devices and data plans with international and domestic coverage, which includes remote, Resident Inspector sites.

For more information on NRC's locations and facilities, see the following links:

<https://www.nrc.gov/info-finder/region-state/>

<https://www.nrc.gov/about-nrc/locations.html>

### Scope of Work

The NRC currently has on hand the following devices with estimated quantities (both AT&T and Verizon):

<b>Type</b>	<b>Estimated Quantity</b>
<i>Android Samsung Smartphones</i>	260
<i>Apple Smartphones</i>	300
<i>Voice Only Phones</i>	60
<i>Android Tablets</i>	40
<i>Apple Tablets (iPads)</i>	20
<i>MiFi</i>	90

### *Other device requirements and considerations:*

The Contractor shall provide the option for the NRC to purchase Open Market devices for items that are not listed on the Contractor's GSA Schedule.

For emergency replacement of a device due to it being lost, stolen, or broken, the Contractor shall apply standard commercial practices and solutions to deliver the replacement device within twenty-four (24) hours to NRC Headquarters located at 11555 Rockville, Maryland, 20852.

### **The Contractor shall refresh the devices and data as follows:**

All Devices Refresh Period: 18 months

The Contractor shall provide refresh devices that will still be supported at the time of the next refresh. For instances where the device is replaced, the refresh period will start within 18 months of receipt of device. The Contractor shall notify the COR/Alt COR three (3) months prior



to each device's 18-month refresh cycle and provide its recommendations with what devices and accessories it proposes to refresh with.

Data Only Refresh Period:

18 months

The Contractor shall provide Service Enabling Devices (SEDs) and access to major cell carriers for both International and Domestic plans per GSA Schedule contract.

The Contractor shall include the following for all service plans as per their GSA schedule contract:

1. SEDs
2. International charges if the transmission originates and terminates at domestic locations, regardless of whether international roaming is activated (as available).
3. Third-party direct billing
4. Domestic nights (9 PM local or earlier as specified by Contractor to 6 AM local originating time) and weekends calling (9 PM Friday or earlier as specified by Contractor – 6 AM Monday local time)
5. In-network mobile-to-mobile minutes
6. Activation/establishment or service restoration including internal/external porting of telephone numbers, telephone number changes, or to change or activate/deactivate service features
7. Termination

As the NRC moves forward, mobility and secure access to information from mobile devices are key to the NRC's ability to effectuate its mission. The NRC is currently using an Mobile Device Management (MDM) to support both agency and "bring your own device" policies. Mobile devices shall allow for the following:

- 
- Integration with MDM
- Device management
- Easy enrollment of devices via Apple Device Enrollment Program (DEP) and Samsung Knox Mobile Enrollment (KME) programs.

The Contractor may also support certificate authentication for the mobile devices it provides. All Service Enabling Devices (SEDs) shall be delivered to NRC's Headquarters location ,11555 Rockville Pike in Rockville, Maryland. Delivery may be expanded to all NRC facilities and Regional Offices.

### **Tracking and Online Portal**

The NRC requires mobile devices and wireless plans and track its progress through delivery. The Contractor shall track items that are purchased by the NRC and provide the ability for the NRC COR to track the delivery status of each item.

## **Deliverables**

The Contractor shall electronically submit the following documents to the COR:

Number	Deliverable Description	Due Date	Readable by
1	Final Transition Plan	No Later Than (NLT) 30 calendar days after task order award	Adobe PDF or Microsoft Word
2	Rate Plan Analysis Report	NLT 30 days after each 6-month anniversary date	Adobe PDF or Microsoft Word

## **Reporting Requirements**

**Rate Plan Analysis Report:** The report shall include historical spending elements (such as access charges, feature charges, and domestic and (if feasible) international airtime charges and roaming charges, typically from the prior three months of usage) and illustrate projected monthly and annual cost savings. Based upon the gathered data, the Contractor shall provide recommendations of its most cost-effective service plans available to each of the NRC's end users.

## **Mobile and Security Features**

The Contractor shall provide the following services:

### **Mobile Features**

Hotspot MRC

Wireless Priority Services (WPS) MRC (if Agency qualifies)

WPS Usage Per Minute

Transmit and Receive data while conducting a voice session

Directory Assistance Per Use

Multimedia Broadcast (e.g., broadcast TV) MRC (As available)

Global Data Add-on

## **Program Terms and Conditions**

### **1. Mobile Devices**

The Contractor shall provide devices to enable services, hereafter called "service enabling devices" or SEDS. Unless otherwise requested or agreed upon within the task order, the Contractor shall utilize current version devices or devices that are no more than one generation behind the most current version as SEDs. All SEDs shall be new except where this task order specifically states otherwise.

#### a. Mobile Device Offerings

At a minimum, the Contractor's SEDs shall include the following except for metered plans:

- A choice of two basic phones for voice only plans.
- A choice of two smartphones no more than one generation behind most current version,
- At least one Wireless broadband SED (e.g., AirCards, mobile Wi-Fi hotspots, or MiFi)

#### 2. Service Plans

The Contractor shall provide service plans to the NRC that provide NRC's own Government Furnished Equipment (GFE), which currently consists of AT&T and Verizon Wireless devices, that are compatible with the Contractor's network technology.

- a. Voice plans include voice calling and text messaging.
- b. Data service plans added to voice service plans are defined as data add-on service plans. Data may include emails, Internet access, video, Multimedia Messaging Service (MMS), and other data.
- c. Data only service plans shall include emails, Internet access, video, MMS, and other data transport not combined with voice service plans.

NRC shall have the ability to change plans and features at will. NRC shall have the ability to add/activate and remove/cancel devices and phone numbers and services. NRC will optimize life-cycle management using one or more of the following methods:

- Usage-Based Pricing: Optimizes the service plan mix to match better actual usage, yields the highest potential savings to optimize service plans to actual usage, thereby avoiding overspending on overcapacity.
- Super-Pooling: Pooling between different plan types or "super-pooling." Super-pooling of plans within an account allows an administrator to order a combination of plans to satisfy the requirements.
- Rate Optimization: Every six months, the Contractor shall provide a Rate Plan Analysis Report to the COR of historical spending on the contractor's BPA along with recommendations of the most cost-effective service plans available. The COR may approve the switch to a different plan through a service change request, and the contractor shall change the service plans for the designated end users within 30 calendar days after the date of receipt of the service change request.

#### 3. Device Refresh

The Contractor shall provide TAA compliant devices. If there are no TAA compliant devices, the Contractor shall submit the device, country(ies) of origin, and cost to the Contracting Officer for approval.

The Contractor shall offer refresh SEDs after no more than 18 months of activation. An Ordering Entity may refresh SEDs upon request, with the device options and obligations of a new activation. For SEDs activated less than 18 months, the Contractor shall publish its method for

determining the refresh price. At any time, when a device model is no longer supported with OEM OS updates, those devices will be decommissioned and replaced with technically supported devices by the Contractor as part of the standard refresh service.

#### 4. Business Portal

The Contractor shall provide account access to their carrier portal(s) to obtain account level information.

#### 5. Device Recycling and Disposal

Due to the sustainability initiatives within the Government, the Contractor shall administer a device recycling and disposal process and identify if it meets the security specifications below. This includes whether the Contractor will accept devices from other Contractors or carriers.

The Contractor's device recycling and disposal process shall include a process, in accordance with NIST SP80024 Guidelines on Cell Phone and PDA Security §3.1.1 and §4.1.4 and NIST SP800-88 Guidelines for Media Sanitization, for completely erasing the memory of a device by completely overwriting it or expunging all data to keep the contents from being recovered and analyzed.

The Contractor's device recycling and disposal process must demonstrate that all facilities engaged in device dismantling and recycling have been certified by an accredited, independent third-party auditor that they meet specific standards to safely recycle and manage electronics. The two standards recognized in this procurement are the Responsible Recycling (R2) Practices and the e-Stewards Standard.

The Contractor shall maintain an auditable record of each item's final disposition status and deliver monthly disposition reports to each ordering Entity that enables each organization to meet the personal property management reporting requirements of Title 40 of United States Code and the Federal Management Regulation (41 CFR chapter 102). The disposition report should include the following:

- IMEI/ ESN
- Model Number
- Asset Tag Number
- Service Status
- Wipe Date
- Disposition Status (reused, recycled)
- Location (not applicable if device is destroyed)

#### 6. Network Problem Reporting

In the event of a major outage, the Contractor shall notify the COR when it occurs and keep the Agency advised regarding the status of the outage through its resolution. A major outage is defined as a carrier or provider disruption in service due to a malfunction in hardware or a software resulting in significant loss of data/voice services. For any major outage, the Contractor shall provide a root cause analysis to the COR in writing within 5 business days.

## 7. System Security Requirements

If the Contractor becomes aware of any unauthorized access to an agency's confidential information or a security breach that compromises or reasonably could compromise an agency's Confidential Information (an "incident"), the Contractor shall take appropriate immediate actions to contain the incident, in accordance with applicable law, and notify the impacted Agency as soon as reasonably possible. The Contractor shall provide the COR with information regarding any incident as may be reasonably requested by the Agency and that is in the Contractor's possession, custody, or control at the time a request is received. Upon request of COR, the Contractor shall reasonably cooperate with the Agency to investigate the nature and scope of any incident and to take appropriate actions to investigate and otherwise respond to the incident or associated risks. (As used in this Section, "compromise" means that the information has been exposed to any unauthorized access, inadvertent disclosure, known misuse, or known loss, alteration or destruction of confidential information other than as required to provide the services.)