

2. AMENDMENT/MODIFICATION NO. M0011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. CFO-15-0043	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6)	CODE

9. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CONCUR TECHNOLOGIES INC 8400 NE UNION HILL RD REDMOND WA 980523332	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-33F-Y0026 NRC-HQ-13-T-09-0001 10B. DATED (SEE ITEM 13) 12/07/2012
CODE 867262263 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended . by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 2015-X0200-FEEBASED-7N-7ND001-51-G-156-N7362-252A	Net Increase:	\$98,475.88
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	BILATERAL SIGNATURE - MUTUAL AGREEMENT OF BOTH PARTIES

IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See page 2 for additional information

Total Obligated Amount: \$1,300,238.00 (Changed)
 Total Ceiling Amount (Exercised): \$2,502,503.60 (Changed)
 Total Ceiling Base and All Options: \$5,468,315.11 (Changed)
 Period of Performance: 12/10/2012 - 06/03/2019 (Changed)

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jim Lucier, Senior Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ADELIS M. RODRIGUEZ
15B. CONTRACTOR/OFFEROR <i>Jim Lucier</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/27/2015
16B. UNITED STATES OF AMERICA <i>Adelis M. Rodriguez</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5/27/15

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

JUN 17 2015 ADM002

The purpose of this modification is to:

1. Revise the price schedule to include pricing for Option Periods 1 – 3. At the time of award GSA only provided the period of performance for the options, the price schedules were not available. Therefore, the ceiling is increased by \$3,867,696.80, from \$1,600,618.31 to \$5,468,315.11.
2. Exercise Option Period One.
3. Update Section A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)
4. Add Clauses that were not included in the Task Order.
5. Add incremental funding in the amount of \$98,475.88, changing the total amount obligated from \$1,201,762.12 to \$1,300,238.00.

Accordingly, the Task Order is revised as follows:

1. See Attachment 1 for the revised price schedule.
2. Option Period One is hereby exercised, changing the period of performance from 12/10/2012 – 06/03/2015 to 12/10/2012 – 06/03/2019. The ceiling is also increased by \$1,140,134.88, changing the total ceiling from \$1,362,368.72 to \$2,502,503.60.
3. Section A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011) is deleted and replaced with the following:

“This contract shall commence on December 10, 2012 and will expire on June 03, 2019. The term of this contract may be extended at the option of the Government for two additional four year periods, from June 04, 2019 to June 03, 2027.

The term of this contract may be extended at the option of the Government for an additional 8 years.

Base Period: 12/10/2012 – 06/03/2015 (**Exercised**)
Option Period 1: 06/04/2015 – 06/03/2019 (**Exercised**)
Option Period 2: 06/04/2019 – 06/03/2023
Option Period 3: 06/04/2023 – 06/03/2027”

4. The following Clauses are incorporated proceeding Section A.8:

A.9 NRCB050 CONSIDERATION AND OBLIGATION-TASK ORDERS

- a. The ceiling of this order for services is \$2,502,503.60.
- b. The amount presently obligated with respect to this order is \$1,300,238.00. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- c. The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

A.10 NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

A.11 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY. (OCT 1999)

- a. The Contracting Officer's authorized Representative hereinafter referred to as the COR for this contract is:

Name: ANH DANG
Address: US NRC
Mail Stop: TWFN 9 E25A
Washington, DC 20555

Email: anh.dang@nrc.gov

Telephone Number: 301-415-7324

- b. Performance of the work under this contract is subject to the technical direction of the NRC COR. The term technical direction is defined to include the following:
- Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

- Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- c. Technical direction must be within the general statement of work stated in the contract. The COR does not have the authority to and may not issue any technical direction which:
- Constitutes an assignment of work outside the general scope of the contract.
 - Constitutes a change as defined in the "Changes" clause of this contract.
 - In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - Changes any of the expressed terms, conditions, or specifications of the contract.
 - Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- d. All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- e. The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.
- f. If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- g. Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- h. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.
- i. In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

- Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- Assist the contractor in the resolution of technical problems encountered during performance.
- Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

A.12 NRCH440 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

- (1) **General.** In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
- (2) **Use, Ownership, and Nondisclosure.** A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
- (3) **Security Plan.** When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

- (4) **Breach Notification.** The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
- (5) **Legal Demands for Information.** If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
- (6) **Audits.** The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.
- (7) **Flow-down.** The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.
- (8) **Remedies:**
 - (a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.
 - (b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.
- (9) **Indemnification.** Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

A.13 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared N/A. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

A.14 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 15 years.

HISTORICAL SUMMARY:

	Amount Obligated	Total Obligated Amount	Ceiling Change (Base & Exercised)	Total Ceiling Amount (Base & Exercised)	Ceiling Change (Base & Unexercised)	Total Ceiling Amount (Base & Unexercised)
AWARD	\$540,000.00	\$540,000.00	\$933,535.47	\$933,535.47	\$933,535.47	\$933,535.47
M0001	\$0.00	\$540,000.00	\$0.00	\$933,535.47	\$0.00	\$933,535.47
M0002	\$200,000.00	\$740,000.00	\$199,975.80	\$1,133,511.27	\$199,975.80	\$1,133,511.27
M0003	\$55,023.00	\$795,023.00	\$55,023.00	\$1,188,534.27	\$55,023.00	\$1,188,534.27
M0004	\$183,215.00	\$978,238.00	\$0.00	\$1,188,534.27	\$0.00	\$1,188,534.27
M0005	\$200,000.00	\$1,178,238.00	\$220,130.25	\$1,408,664.52	\$220,130.25	\$1,408,664.52
M0006	-\$100,000.00	\$1,078,238.00	-\$199,975.80	\$1,208,688.72	-\$199,975.80	\$1,208,688.72
M0007	\$0.00	\$1,078,238.00	\$0.00	\$1,208,688.72	\$0.00	\$1,208,688.72
M0008	\$76,000.00	\$1,154,238.00	\$153,680.00	\$1,362,368.72	\$391,959.56	\$1,600,618.31
M0009	\$0.00	\$1,154,238.00	\$0.00	\$1,362,368.72	\$0.00	\$1,600,618.31
M0010	\$47,524.12	\$1,201,762.12	\$0.00	\$1,362,368.72	\$0.00	\$1,600,618.31
M0011	\$98,475.88	\$1,300,238.00	\$1,140,134.88	\$2,502,503.60	\$3,867,696.80	\$5,468,315.11