

2. AMENDMENT/MODIFICATION NO. M0002	3. EFFECTIVE DATE 07/15/2018	4. REQUISITION/PURCHASE REQ. NO. OCIO-18-0129	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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPEAR INCORPORATED ATTN AMANDA KIMMEL 13665 DULLIES TECHNOLOGY DRIVE SUITE 120 HERNDON VA 20171-4639	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-10-16-C-0001
		10B. DATED (SEE ITEM 13) 07/14/2016
CODE 078409116	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 8 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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNT NG AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	
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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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c), 52.217-9
	D. OTHER (Specify type of modification and authority)

E. 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.)

The purpose of this modification is as follows:

- (1) add to the required software quantity,
- (2) increase the ceiling by [REDACTED],
- (3) exercise option period 1,
- (4) add [REDACTED] of funding,
- (5) update "Consideration and Obligation Firm Fixed Price" paragraph,
- (6) update "Detailed Item Description",
- (7) update "2052.215-71 Project Officer Authority",
- (8) update "Electronic Payment" clause, and

Continued ...

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JESSICA CHU
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
	16C. DATE SIGNED 06/27/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NRC-HQ-10-16-C-0001/M0002

PAGE OF
3 9

NAME OF OFFEROR OR CONTRACTOR
SPEAR INCORPORATED

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the total amount):				
00003	Option Period 2 [REDACTED]				[REDACTED]
	Change Item 00004 to read as follows (amount shown is the total amount):				
00004	Option Period 3 [REDACTED]				[REDACTED]

In accordance with FAR 52.212-4(c) Contract Terms and Conditions—Commercial Items. Changes:

The purpose of this modification is as follows:

1. To add 25 GB of Splunk Enterprise and Enterprise Security from option period 1 and therefore, increasing the ceiling and funding on the contract.
2. The overall ceiling of the option periods is hereby increased. Please see table below for details.
3. Exercise option period 1.
4. Funding is hereby added to CLIN0001 to fully fund option period 1 in the amount of [REDACTED] as follows:

[REDACTED]

[REDACTED]

[REDACTED]

5. The overall ceiling of contract is hereby increased from [REDACTED]
6. Paragraph “**CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE**” is hereby updated as follows:

The total amount of the Firm-Fixed-Price portion of this contract is [REDACTED] and this amount is fully-funded.

(End of Clause)

7. Paragraph “**DETAILED ITEM DESCRIPTION**” is hereby updated as follows:

The NRC requires the following perpetual licenses and maintenance support as detailed in the tables below. 24/7 maintenance support shall be available via telephone, email and web portal. Support shall be delivered by a member of Splunk’s technical support team Monday through Friday excluding holidays specified by Splunk. The NRC will be eligible for all solution updates and new version releases under the maintenance agreement. Based on the NRC’s current logging requirements and initial sizing

estimates, the 200 GB/day license will meet the NRC's enterprise log aggregation and log management requirements.

Base Period: 7/15/2016 to 7/14/2018

Part #	Description	GB/day
SE-P-LIC	Splunk Enterprise - Perpetual License - 150 GB/day	150
SEU-P-LIC	Splunk Enterprise - Perpetual License - +50 GB/day	50
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 1	150
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 2	150
SEU-P-ESUP	Splunk Enterprise - Enterprise Support - Year 2 - +50 GB/day	50
ES-P-LIC	Splunk Enterprise Security - Perpetual License - 150 GB/day	150
ESU-P-LIC	Splunk Enterprise Security - Perpetual License - + 50 GB/day	50
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 1	150
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 2	150
ESU-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 2 - +50 GB/day	50
USER-CONF-3DAY-REG	.conf User conference attendance plus 3 days Splunk University	1
	Total	

Option Period 1: 7/15/2018 to 7/14/2019

Part #	Description	GB/day
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 3	150
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 3 - 200 GB/day	50
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 3	150
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 3 - 200 GB/day	50
SEU-P-LIC	Splunk Enterprise - Perpetual License - +25 GB/day	25
ESU-P-LIC	Splunk Enterprise Security - Perpetual License - +25 GB/day	25
SEU-P-ESUP	Splunk Enterprise - Enterprise Support - +25 GB/day	25
ESU-P-ESUP	Splunk Enterprise Security - Enterprise Support - +25 GB/day	25
SEU-P-LIC	Splunk Professional Services - Daily Rate	10
	Total	

Option Period 2: 7/15/2019 to 7/14/2020

Part #	Description	GB/day
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 4	150
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 4 - 200 GB/day	50
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 4	150
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 4 - 200 GB/day	50
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 4	25

ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 4	25
	Total	

Option Period 3: 7/15/2020 to 7/14/2021

Part #	Description	GB/day
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 5	150
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 5 - 200 GB/day	50
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 5	150
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 5 - 200 GB/day	50
SE-P-ESUP	Splunk Enterprise - Enterprise Support - Year 5	25
ES-P-ESUP	Splunk Enterprise Security - Enterprise Support - Year 5	25
	Total	

	TOTAL	
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8. "2052.215-71 Project Officer Authority" is hereby updated as follows:

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is:



(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
 - (2) Inspect and accept products/services provided under the contract.
 - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

(End of Clause)

9. The "Electronic Payment" clause is hereby updated as follows:

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.

10. The "Billing Instructions for Fixed-Price Type Contracts" is hereby updated as follows:

**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/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS 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) through the Invoice Processing Platform (IPP) at 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 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers 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.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

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

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).

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.
- 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) 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.

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

All other terms and conditions remain unchanged.