Group B

FOIA/PA NO: 2014-0506

RECORDS BEING RELEASED IN PART

The following types of information are being withheld:

Ex. 1: ☐ Records properly classified pursuant to Executive Order 13526
Ex. 2: ☐ Records regarding personnel rules and/or human capital administration
Ex. 3: ☐ Information about the design, manufacture, or utilization of nuclear weapons
☐ Information about the protection or security of reactors and nuclear materials
☐ Contractor proposals not incorporated into a final contract with the NRC
☐ Other _____
Ex. 4: ■ Proprietary information provided by a submitter to the NRC
☐ Other _____
Ex. 5: ☐ Draft documents or other pre-decisional deliberative documents (D.P. Privilege)
☐ Records prepared by counsel in anticipation of litigation (A.W.P. Privilege)
☐ Privileged communications between counsel and a client (A.C. Privilege)
☐ Other _____
Ex. 6: ☐ Agency employee PII, including SSN, contact information, birthdates, etc.
☐ Third party PII, including names, phone numbers, or other personal information
Ex. 7(A): ☐ Copies of ongoing investigation case files, exhibits, notes, ROI's, etc.
☐ Records that reference or are related to a separate ongoing investigation(s)
Ex. 7(C): ☐ Special Agent or other law enforcement PII
☐ PII of third parties referenced in records compiled for law enforcement purposes
Ex. 7(D): ☐ Witnesses' and Allegers' PII in law enforcement records
☐ Confidential Informant or law enforcement information provided by other entity
Ex. 7(E): ☐ Law Enforcement Technique/Procedure used for criminal investigations
☐ Technique or procedure used for security or prevention of criminal activity
Ex. 7(F): ☐ Information that could aid a terrorist or compromise security

Other/Comments: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.	PAGE 1 OF 8
0GOC-13-0006	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
03CSPC70105		NRC-HQ-13-F-18-0003		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY	CODE 3100	10. THIS ACQUISITION IS	11. BUSINESS CODE
U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555		☐ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) NAICS: SIZE STANDARD:	

12. DISCOUNT FOR PROMPT PAYMENT	13. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	N/A	☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE 3100
U.S. Nuclear Regulatory Commission Washington DC 20555		U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	

17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE 3100
WEST PUBLISHING CORPORATION WEST, A THOMSON REUTERS BUSINESS 610 OPPERMAN DR EAGAN MN 551231160		Department of Interior / NBC NBCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	
TELEPHONE NO. DUNS: 148508286		PHONE: FAX:	

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor will provide the services listed below in accordance with FEDLINK contract LC03D7012. Period of performance for the base period is 01/01/2013 through 12/31/2013.				
CLIN 0001:	WESTLAW subscription fee Period of performance:01/01/2013 through 12/31/2013	12	MONTH	(b)(4)	(b)(4)
CLIN 1001	WESTLAW subscription fee Period of performance:01/01/2014 through 12/31/2014	12	MONTH		
CLIN 2001	WESTLAW subscription fee Period of performance:01/01/2015 through 12/31/2015	12	MONTH		
	~~NRC COR: Bert Lee, bert.lee@nrc.gov (301) 415-2566~~ Vendor POC: Catherine Wahl; catherine.wahl@thomsonreuters.com (443)631-3556				
	(Use Reverse and/or Attach Additional Sheets as Necessary)			SUBTOTAL	$1,141,201.68

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
BBFA:2013-7C-31-L-172; OC:L2275; BOC:252A; APP:31X0200 OBLIGATED AMOUNT: $344,770.44 DUNS:148508286; NAICS:519130; PAYMIS:NO136185	$344,770.44

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☒ 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

☐ 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
	12/28/12
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) William A. Adams Contracting Officer	31c. DATE SIGNED 12/28/12

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

B1

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT

25. 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
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ 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 CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION PAGE

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A.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) A-1
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A.5 ELECTRONIC PAYMENT (AUG 2011) A-1
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TASK ORDER TERMS AND CONDITIONS

Base Year (01/01/2013 – 12/31/2013)

Product	Unit	Quantity	Total
Westlaw	Months	12	(b)(4)

Option Period 1 (01/01/2014 – 12/31/2014)

Product	Unit	Quantity	Total
Westlaw	Months	12	(b)(4)

Option period 2 (01/01/2015 – 12/312015)

Product	Unit	Quantity	Total
Westlaw	Months	12	(b)(4)
		TOTAL	**$1,141,201.68**

A.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. 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 within period of performance.

A.3 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 period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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.

1030	NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES	AUG 2011

A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on 01-01-2013 and will expire on 12-31-2013.

A.5 ELECTRONIC PAYMENT (AUG 2011)

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- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address.

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended)

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.8 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. http://www.fedcenter.gov/programs/eo13514/

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A.9 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

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. Item 15C of the Standard Form 33 may be disregarded.

A.10 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: http://www.access-board.gov/sec508/standards.htm)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

[] The EIT is for a national security system.

[] The EIT is acquired by a contractor incidental to a contract.

[] The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

[] Compliance with the applicable 36 C.F.R Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

[X] 1194.21 Software applications and operating systems.

[X] 1194.22 Web-based intranet and internet information and applications. 16 rules.

[] 1194.23 Telecommunications products.

[] 1194.24 Video and multimedia products.

[] 1194.25 Self contained, closed products.

[] 1194.26 Desktop and portable computers.

[] 1194.31 Functional performance criteria.

[] 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www. section508.gov for additional guidance.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M0001	01/01/2013	OCC-13-004	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555	3100	U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.
WEST PUBLISHING CORPORATION WEST, A THOMSON REUTERS BUSINESS 610 OPPERMAN DR SAINT PAUL MN 551231340	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. GS23F0705 NRC-HQ-13-T-18-0008
CODE FACILITY CODE	10B. DATED (SEE ITEM 13) X 01-01-2013

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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)
BBR:2013-7C-31-L-172; 3C:L2295; BOC:252A; APP:31X0200
OBLIGATED AMOUNT: $27,782.86
DUNS:148508286; NAICS:511130; PAIMIS: RQ110180

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement of Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ 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 to add the CLIN for WestKM thats was left off the base task order by accident. The services listed below shall be provided in accordance with FEDLINK contract LC09D7012. The period of performance for the Base period is 01/01/2013 through 12/31/2013.

CLIN 0001 A WestKM subscription per month: (b)(4) at twelve months = (b)(4)
Period of period performance: 01/01/2013 through 12/31/2013
CLIN 1001 A WestKM subscription per month: (b)(4) at twelve months =
Period of period performance: 01/01/2013 through 12/31/2013
CLIN 2001 A WestKM subscription per month: (b)(4) at twelve months =
Period of period performance: 01/01/2013 through 12/31/2013

Except as provided herein, all terms and conditions of the document referenced in Item 9A 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)
Jonathan Boehm Financial Analyst	William A. Adams Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 12-28-2012
	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED 12/28/2012

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

B2

MAR 1 2 2014

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
		1 3

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
M0003	See Block 16C	OGC-14-0005	

6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than item 6)	CODE
US NRC - HQ DIVISION OF CONTRACTS	NRCHQ		

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11)	10A MODIFICATION OF CONTRACT/ORDER NO 10B DATED (SEE ITEM 13)
WEST PUBLISHING CORPORATION ATTN SUE UEHLING 610 OPPERMAN DR SAINT PAUL MN 551233140	(X)	X D3CSFC70105 NRC-HQ-13-T-16-0008 12/28/2012

CODE 148508286	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 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) Net Increase: $23,000.00

2014-X0200-FEEBASED-7C-7CD099-51-L-172-L2215-252R

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	FAR 52.212-4 (c) Changes
	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.)

D3CSFC70105 NRC-HQ-13-T-16-0008

The purpose of this modification is to add CLIN 0002 for the upgrade to the West kx server, incorporate two new clauses into the order, correct the periods of performance for CLINs 0001A - 2001A from modification M0001, and incorporate Addendum A to this order.

Please see page two (2) for details.

Total Obligated Amount: $802,587.44 (Changed)
Base and All Options Amount: $1,247,550.32 (Changed)
Period of Performance: 01/01/2013 - 12/30/2014 (Unchanged)

Except as provided herein, all terms and conditions of the document referenced in Item 9A 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)
John S. Nelson, Director	DOMINIQUE MALONE

15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B	16C DATE SIGNED
(Signature of person authorized to sign)	02/26/2014	Dominique L. Malone	02/25/2014

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SUNSI REVIEW COMPLETE

TEMPLATE - ADM002

ADM002

B3

The purpose of this modification is to:

1. Add CLIN 00002 to allow for the installation and setup of a new West km server in conjunction with the NRC's roll out of a new Windows environment. These services will be completed under the NRC's existing West km subscription.

   Accordingly, the total obligated amount for this order is increased by $23,000.00 from $779,587.44 to $802,587.44, and the Base and All Options Amount is increased from $1,224,550.32 to $1,247,550.32.

The contractor shall provide the U.S. NRC with the following:

CLIN 0002 – Contract Type: Labor Hour

West km Services for Server Upgrade	Unit	Quantity (NTE)	Unit Price	Total
Consulting Services - (#40582321) (Preinstallation and Web Support)	HR.	10	(b)(4)	(b)(4)
Technical Services - (#40582322) (3-day onsite, index monitoring, implementation support and project management)	HR	74		
Training Services - (Admin training)	HR	2		
Custom Development Services – (Additional Server)	HR	19		
Web Support – 2 years	–	–	–	
Total Estimated Charges		105		**$23,000.00**

2. Incorporate the following clauses to this order:

NRCB084A CONSIDERATION AND OBLIGATION-LABOR-HOUR CONTRACT ALTERNATE I

(a) The ceiling price to the Government for full performance under this contract is **$23,000**.

(b) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.

(c) It is estimated that the amount currently obligated will cover performance through the completion of the server upgrade.

(d) This is a fully-funded contract and FAR 52.232-20 – "Limitation of Cost" applies.

(End of Clause)

NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is $779,587.44 and this amount is fully-funded.

(End of Clause)

3. Correct the periods of performance for CLINs 0001A through 2001A. Accordingly, the periods of performance are revised to read as follows:

   CLIN 0001A Period of Performance: 01/01/2013 – 12/31/2013
   CLIN 1001A Period of Performance: 01/01/2014 – 12/31/2014
   CLIN 2001A Period of Performance: 01/01/2014 – 12/31/2015

4. The attached Addendum A, "Addendum to The West Master software Subscriber Agreement By and Between West, a Thomson Reuters Business and Nuclear Regulatory Commission - Office of General Counsel", is added to this order as an addendum.

ADDENDUM A

ADDENDUM TO THE

WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT

BY AND BETWEEN

WEST, A THOMSON REUTERS BUSINESS ("WEST")

AND

NUCLEAR REGULATORY COMMISSION OFFICE OF GENERAL COUNSEL
("SUBSCRIBER")

1. **EFFECT OF ADDENDUM:**

This Addendum is made a part of the original West Master Software Subscriber Agreement (the "Agreement") indicated above for the purpose of providing additional consulting, technical, training, and/or custom development services ("West Additional Services"), at prices set forth in Exhibit A hereto. Capitalized terms used, but not defined herein, will have the meanings given to them in the Agreement.

2. **TERM AND TERMINATION OF ADDENDUM:**

Upon approval and acceptance by West in St. Paul, Minnesota, this Addendum shall be effective on January 1, 2014 ("Addendum Effective Date"). Notwithstanding the foregoing, this Addendum shall terminate automatically upon any termination of the Agreement.

3. **OTHER TERMS OF THE AGREEMENT:**

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

~~WEST, A THOMSON REUTERS BUSINESS~~	~~NUCLEAR REGULATORY COMMISSION OFFICE OF GENERAL COUNSEL~~
By:	By:
Name (print):	Name (print):
Title: Contracting Officer	Title:
Date Signed: January 22, 2014	Date Signed:

~~CONFIDENTIAL~~

EXHIBIT A TO ADDENDUM TO THE WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT

WEST ADDITIONAL SERVICES FOR WEST KM	# of hours	Cost per hour	Services Charges
CONSULTING SERVICES (#40582321) (Pre-installation and Web Support)	10	(b)(4)	(b)(4)
TECHNICAL SERVICES (#40582322) (3-day onsite, index monitoring, implementation support and project management)	74		
TRAINING SERVICES (#40582323) (Admin training)	2		
CUSTOM DEVELOPMENT SERVICES (#40582324) (Additional Server)	19		
AFTER HOURS TECHNICAL SERVICES (as defined below)	Minimum of ... hours and maximum of ... hours		
Web Support (2 years)	-	-	(b)(4)
Total Estimated Hours and Services Charges	105		$24,000

"After Hours" as used herein means Monday through Thursday between 6:00pm and 6:00am, Central Time, and from 6:00pm Friday until 6:00am Monday, Central Time.

Hours stated above are estimates. Subscriber will be invoiced for actual West Additional Services hours, not to exceed estimated hours.

Payment Terms
Services Charges shall be billed to Subscriber as a one-time charge upon completion of services.

Subscriber's billing address: _____

_____

Please indicate if billing is to third party:

Name: _____

Address: _____

Address: _____

City/State/Zip _____

Contact Telephone No.: _____

Subscriber's service contact and telephone number:

Name: _____ Telephone Number: _____

CONFIDENTIAL

THOMSON REUTERS

Subscriber: Nuclear Regulatory Commission - Office of General Counsel

WEST KM SOFTWARE AND SOFTWARE SUBSCRIPTION CHARGES EXHIBIT

1. Software to be provided hereunder is West km Software ("Software").

   - West KM Litigation Versions 4.x & 5x
   - West KM Administrator

2. West Software Subscription Charges (up to 100 Attorneys).

(a) West Software Subscription Charges set forth in this Exhibit were based upon the number of Attorneys ("Attorneys") who are partners, shareholders or members of or who are otherwise employed by Subscriber as of the Effective Date as reported by Subscriber and set forth herein. In the event Subscriber's total number of Attorneys increases above the limit set forth herein, Subscriber shall be required to pay an additional charge to use the Software.

(b) The Software Subscription Charges are due and payable as follows:

This Agreement shall become effective February 1, 2014 and shall continue in effect until January 31, 2017 (the "Minimum Term") West shall bill and Subscriber shall pay monthly Software Subscription Charges ("Monthly Software Subscription Charges") as set forth below:

- From February 1, 2014 through January 31, 2015 ("Period 1"), the Period 1 Monthly Software Subscription Charges shall be $2,431.10.
- From February 1, 2015 through January 31, 2016 ("Period 2"), the Period 2 Monthly Software Subscription Charges shall be $2,503.64.
- From February 1, 2016 through January 31, 2017 ("Period 3"), the Period 3 Monthly Software Subscription Charges shall be $2,579.20.

(c) During the Minimum Term and any Renewal Term(s), Subscriber must promptly notify West of any changes in the number of Attorneys. In the event West learns that the number of Attorneys exceeds the number stated by Subscriber herein, West reserves the right to enter into good faith negotiations with Subscriber regarding the terms and conditions of this Agreement.

(d) Payment of Software Subscription Charges shall be in accordance with paragraph 6 ("Charges, and Modification of Charges") in this Agreement. Additional services or training in addition to those already purchased may be purchased under a separate Additional Services Agreement.

3. Strategic Planning Meeting. West and Subscriber shall schedule a Strategic Planning Meeting at a time to be mutually agreed for purposes of developing an implementation plan that lists the responsibilities of West and Subscriber for implementation of the Software including the Software installation and training (the "Project Plan"). West shall present a draft implementation plan for Subscriber's review and comment within five (5) days after the Strategic Planning Meeting and the parties shall work to finalize and sign the Project Plan within the following five (5) days. The Project Plan may thereafter only be modified by a Change Order (defined below) or other written agreement signed by both parties.

4. Project Managers. At or before the Strategic Planning Meeting each party shall inform the other of the individual appointed to serve as its project manager ("Project Manager"). The Project Managers shall serve as the primary contact in regard to coordinating and supervising the installation of the Software. Each party shall be responsible for ensuring that its Project Manager dedicates sufficient time to fulfill that party's respective obligations hereunder. Subscriber acknowledges that a change of Project Managers by Subscriber may result in delays in the implementation and necessitate an amendment to the Project Plan.

5. Implementation and Consulting. The following Implementation and Consulting Services are included in Subscriber's Software Subscription Charges:

- Project Launch & Management
- Strategic Implementation & Vetting Planning
- Software Installation & Technical Assistance
- Vetting Toolset Rule Customization and Training (as applicable)
- Functionality Testing & Post User Training
- Initial Product Rollout
- Transition to Support & Project Documentation

Additional Implementation and Consulting Services and/or Training may be recommended in addition to that which is included in the Software Subscription Charges for non-standard situations and may be purchased at an additional charge. As used herein, "non-standard situations" may include but not be limited to mid-installation/implementation requests by Subscriber to include new Subscriber Locations; changes by Subscriber in its document management system adversely affecting Software installation/implementation already performed; full Software reinstallation necessitated by Subscriber's failure to provide adequate backup of its West km server and the like. In the event of such non-standard situations resulting in Subscriber's implementation and Consulting hours exceeds the number of hours stated herein, the parties agree to enter into good faith negotiations regarding an agreement to be agreed by both parties to cover any applicable additional services and/or charges that might apply.

6. Subscriber Locations. This Agreement and the Exhibit shall be effective for the Subscriber locations set forth below.

- Rockville, MD
- Arlington TX
- Lisle, IL
- Atlanta, GA
- Norristown, PA
- Rockville, MD (server location)

7. Installation. West and Subscriber shall work together to install the Software in accordance with the Project Plan.

8. Change Orders. Following execution of the Project Plan Subscriber may submit requested changes to the implementation plan in writing to West. West shall respond to Subscriber's change request within fourteen (14) days of receipt. West's response (the "Change Order") shall identify any changes to the Service Fees or expenses and any changes to the implementation Plan (including any resulting delay changes) that would result from implementing the change. Subscriber may, in its discretion, accept the Change Order by signing the Change Order and returning it to West. Upon execution by Subscriber the Change Order will amend the Project Plan. If Subscriber rejects the Change Order, the Project Plan will remain unaltered.

5 Functionality Test. Following completion of the configuration of the Software, West and Subscriber shall perform the Functionality Test located at one of the following sites to determine whether the Software functions substantially in accordance with the Project Plan: 1) http://westlaw.com/testing/KMLATest.doc (West firm Functionality Test for Litigation products); 2) http://westlaw.com/testing/KMTransTest.doc ; (West firm Functionality Test for Transaction products); or 3) http://westlaw.com/configure/KMAspLaTest.doc (West firm ASP Functionality Certification for Litigation products).

Blutech Regulatory Commission - Office of General Counsel

Signature Bertus Lee

Name (please print) Bertus Lee

Title Law Librarian / Team Leader

Date 10 February 2014

Date and Time Received by West in St. Paul, Minnesota

Subscriber Name

Address

Contact

Telephone

E-mail Address

Sales Representative

West, a Thomson Reuters business

Signature

Name (please print)

Title

Date

This offer expires January 29, 2014 at 5:00 p.m. CT

AAD
1/13/2014