

MAR 12 2014

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO M0003	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO OGC-14-0005	5 PROJECT NO (If applicable)
6 ISSUED BY US NRC - HQ DIVISION OF CONTRACTS	CODE NRCHQ	7 ADMINISTERED BY (If other than Item 6)	CODE
8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code) WEST PUBLISHING CORPORATION ATTN SUE UEHLING 610 OPPERMAN DR SAINT PAUL MN 55123134C		(x) 9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11) X 10A MODIFICATION OF CONTRACT/ORDER NO 03CSFC70105 NRC-HQ-13-T-18-0008 10B DATED (SEE ITEM 13) 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 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-L2275-252A

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)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF 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)

03CSFC70105 NRC-HQ-13-T-18-0008

The purpose of this modification is to add CLIN 0002 for the upgrade to the West km 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.

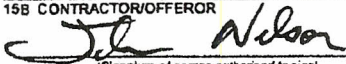
Please see page two (2) for details.

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 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) John S. Nelson, Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DOMINIQUE MALONE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 02/26/2014	16B. DATE SIGNED 02/25/2014	16C. DATE SIGNED 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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

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	[REDACTED]	[REDACTED]
Technical Services - (#40582322) (3-day onsite, index monitoring, implementation support and project management)	HR	74	[REDACTED]	[REDACTED]
Training Services - (Admin training)	HR	2	[REDACTED]	[REDACTED]
Custom Development Services – (Additional Server)	HR	19	[REDACTED]	[REDACTED]
Web Support – 2 years	--	--	--	[REDACTED]
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~~ West, a Thomson Reuters Business

By:

Dominique C. Mahone

By:

[Signature]

Name (print):

Dominique C. Mahone

Name (print):

[Name]

Title:

Contracting Officer

Title:

Attorney General

Date Signed:

January 22, 2014

Date Signed:

21 January 2014

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	[REDACTED]	[REDACTED]
TECHNICAL SERVICES (#40582322) (3-day onsite, index monitoring, implementation support and project management)	74	[REDACTED]	[REDACTED]
TRAINING SERVICES (#40582323) (Admin training)	2	[REDACTED]	[REDACTED]
CUSTOM DEVELOPMENT SERVICES (#40582324) (Additional Server)	19	[REDACTED]	[REDACTED]
AFTER HOURS TECHNICAL SERVICES (as defined below)	Minimum of ___ hours and maximum of ___ hours	[REDACTED]	[REDACTED]
Web Support (2 years)	-	-	[REDACTED]
Total Estimated Hours and Services Charges	105		\$23,000

"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: _____



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 Toolkit Rule Customization and Training (as applicable)
- Functionality Testing & Pilot 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 signed by both parties to cover any applicable additional services and/or charges that might apply.

6. Subscriber Locations. This Agreement and this 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 charges) 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) help.westkm.com/tests/KMLitTest.doc (West km Functionality Test for Litigation products); 2) help.westkm.com/tests/KMTransTest.doc (West km Functionality Test for Transaction products); or 3) help.westkm.com/tests/KMASPLitTest.doc (West km ASP Functionality Certification for Litigation products).

Nuclear 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 Wm Howard
Name (please print) Wm Howard
Title Attorney at Law
Date 21 February 2014

This offer expires January 28, 2014 at 5:00 p.m. CT

AAD
1/13/2014