

2. AMENDMENT/MODIFICATION NO. 12
 3. EFFECTIVE DATE **SEP 23 2001**
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)
 6. ISSUED BY CODE
 U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgt.
 Attn: T-7-I-2
 Contract Management Branch
 Washington DC 20555
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 Foxx & Company, CPAs
 ATTN: Mr. Martin O'Neill, Partner
 700 Goodall Complex
 324 W. Ninth Street
 Cincinnati OH 45202-1908
 9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-09-97-205
 10B. DATED (SEE ITEM 13) X 09-30-1997

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 of 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)
 31X0200.17N 17N-15-532-105
 L1965 252A Amount Obligated: \$43,575

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

(X) 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) FAR Clause 52.217-9
 X Option to Extend the Term of the Contract (MAR 1989)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 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)

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) <i>Martin W. O'Neill Partner</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Mace, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Martin W. O'Neill</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Mary Mace</i> (Signature of Contracting Officer)
15C. DATE SIGNED 9/23/01	16C. DATE SIGNED 9-18-01

TEMPLATE-ADM 001

ADM 02

The purpose of this modification is to: (1) revise Section B.11(d) to extend the deliverable period through December 31, 2001; (2) exercise Option Period Five in accordance with Subsection B.13 entitled, "Option to Extend the Term of the Contract (MAR 1989), thereby extending the period of performance for one (1) additional month; (3) increase the maximum ordering limitation amount for the task ordering portion of the contractor by \$117,785; (4) increase the obligated amount of the contract by \$43,575 to allow for payment of the fixed monthly price accounting services for one (1) month, per Subsection A.1 of the contract as follows: \$18,000 for Commercial Payment Transactions; \$4,950 for Federal Payment Voucher Tracking; and \$20,625 for Debt Collection; and (5) increase the total contract award amount by \$43,575 for the fixed monthly accounting services and \$117,785 for the task ordering portion of the contract. Accordingly, the contract is hereby modified as follows:

1. Under Section B.11, 52.216-22 INDEFINITE QUANTITY, subsection d, second sentence is hereby deleted in its entirety and substituted with the following:

"The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2001."

2. Under Subsection A.2, "CONSIDERATION AND OBLIGATION-TASK ORDERS," paragraph a, first sentence, is revised to read as follows:

"a. The maximum ordering limitation (ceiling) for products and services ordered, delivered and accepted under this contract is \$3,463,035."

3. Under Subsection A.4, "CONSIDERATION AND OBLIGATION-FIRM FIXED PRICE (JUN 1998)," paragraphs a. and b., are revised to read as follows:

"a. The firm fixed price (ceiling) for providing monthly accounting services is \$2,003,895.

2. The amount currently obligated by the Government with respect to the monthly fixed price services is \$2,512,260. (Note: This total amount includes \$2,003,895 for the monthly accounting services and \$508,365 previously obligated under the basic contract for task orders)."

4. Under Subsection B.9 entitled, "ORDERING (OCT 1995), "the period of performance to issue orders under the contract is extended through October 31, 2001. Accordingly, the last sentence in paragraph (a) of subsection B.9 is deleted in its entirety and replaced with the following:

"Such orders may be issued from October 1, 2001 through October 31, 2001."

5. As a result of exercising 1 month of Option Period Five, the total contract award amount (ceiling) is increased by \$161,360 (\$43,575 for the monthly accounting services and \$117,785 for task orders) from \$5,305,570 to \$5,466,930. Therefore, on page 2 of SF 1449, Block No. 26, the amount is revised to \$5,466,930.

All other terms and conditions of this contract remain unchanged.

A summary of obligations from award date, through the date of this action is given below.

Total FY97 Obligation Amount:	\$ 456,000
Total FY98 Obligation Amount:	\$1,006,425
Total FY99 Obligation Amount:	\$ 41,375
Total FY2000 Obligation Amount:	\$ 497,605
Total FY2001 Obligation Amount:	\$ 510,855
 Cumulative Total of NRC Obligations:	 \$2,512,260

This modification obligates FY 2001 funds in the amount of \$43,575.