

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE PAGE OF PAGES 1

2. AMENDMENT/MODIFICATION NO 14 3. EFFECTIVE DATE DEC 11 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) (X) 9A. AMENDMENT OF SOLICITATION NO.

Foxx & Company, CPAs ATTN: Mr. Martin O'Neill, Partner 700 Goodall Complex 324 W. Ninth Street Cincinnati OH 45202-1908

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-09-97-205

CODE FACILITY CODE X 10B. DATED (SEE ITEM 13) 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) 31X0200.27N 27N-15-532-358 L1965 252A Amount Obligated: \$17,995.00

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 52.217-9, Option to Extend the Term of the Contract X FAR 52.249-2, Termination for Convenience to the Government

E. IMPORTANT: Contractor is not. X 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) MARTIN W. O'NEILL, 12/11/01 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) for Mary Mace, Contracting Officer 15B. UNITED STATES OF AMERICA BY Robert Webber (Signature of Contracting Officer) 15C. DATE SIGNED 12/11/01

The purpose of this modification is to (1) delete Sections B.6.1 and B.6.2 for Commercial Payment Transactions and Federal Payment Voucher Tracking and Follow Up, respectively, from the subject contract in accordance with the Termination for Convenience clause, FAR 52.249-2 and replace Section B.6.3 with the revised Statement of Work (SOW) (Attachment 1); (2) revise the Schedule of Prices under Subsection A.1, to delete Items 5 and 6 and change Item 7 to fixed hourly labor rates; (3) extend the period of performance for the Debt Collection service through February 15, 2002 under the subject contract; (4) increase the total contract award and obligated amount by \$17,995 for the Debt Collection service; and (5) revise Key Personnel under the contract. Accordingly, the contract is hereby modified as follows:

1. Under Subsection A.1, Item No. 7, Debt Collection, the fixed monthly price basis for payment of this service is replaced with the following labor categories and fixed hourly labor rates for the extended period of performance as follows:

<u>"Item</u>	<u>Labor Category</u>	<u>Estimated Hours</u>	<u>Fixed Labor Rate</u>	<u>Ceiling Amount</u>
a.	Partner	6 hours	\$90.00	\$ 540.00
b.	Manager	11 hours	\$80.00	\$ 880.00
c.	Staff	425 hours	\$39.00	\$16,575.00
TOTAL CEILING (NOT TO EXCEED)		442 hours		\$17,995.00"

2. Subsection A.4.1, "CONSIDERATION AND OBLIGATION - LABOR HOUR, is hereby added to incorporate the following provision for labor hour services (Debt Collection):
 - "a. The ceiling for providing the fixed hourly labor for Debt Collection services on a labor hour basis is \$17,995.
 - b. The total amount currently obligated by the Government with respect to the Debt Collection service is \$17,995."

4. Under Subsection B.9 entitled, "ORDERING (OCT 1995), the period of performance to issue orders under the contract is extended through February 15, 2002. 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 February 15, 2002."

5. As a result of extending the contract for Debt Collection service through February 15, 2002, the total contract award amount (ceiling) is increased by \$17,995 from \$5,510,505 to \$5,528,500. Therefore, on page 2 of SF 1449, Block No. 26, the amount is revised to \$5,528,500.
6. Under Subsection B.18 entitled, "KEY PERSONNEL," the following individuals are to be considered the key personnel under the contract and essential to the successful performance of the work hereunder:



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 FY1997 Obligation Amount:	\$ 456,000
Total FY1998 Obligation Amount:	\$1,006,425
Total FY1999 Obligation Amount:	\$ 41,375
Total FY2000 Obligation Amount:	\$ 497,605
Total FY2001 Obligation Amount:	\$ 510,855
Total FY2002 Obligation Amount:	\$ 61,570

Cumulative Total of NRC Obligations: \$2,573,830

This modification obligates FY 2002 funds in the amount of \$17,995.

B.6 Accounting Assistance

The Contractor shall perform the services described below on a firm fixed price basis

1. Debt Collection

The Contractor shall maintain the general ledger accounts receivable in FFS. The Contractor shall verify that all collections received daily are entered into FFS. The Contractor shall research payment histories and generate reports as required. Annually the NRC receives approximately 500 Fedwire payments, 6,000 lockbox payments, 400 automated clearing house payments, 100 government payments, 6,000 check payments, and 300 credit card payments.

The Contractor shall verify that the individual deposits are recorded on the appropriate schedule prior to distribution and that appropriate invoice information is included on the schedules. The contractor shall reconcile the paper copy of checks (deposits) received from the lockbox (6,000 annually) with the electronic download summary computer report within five working days from the download. The Contractor shall verify that deposits shown on the electronic summary computer listing match the paper copy of the checks. The Contractor shall process and distribute certificates of deposit, identifying all deposits forwarded from the lockbox bank, including those which have not been coded to an outstanding receivable account, and credit the correct receivable within two working days from the date of receipt.

The Contractor shall prepare monthly reports (both internal and external) on billings and collections, including U.S. Treasury reports. Aging reports are due within two working days following the close of the accounting period. Ad hoc reports should be completed within five working days from the date of receipt. The Contractor shall prepare the civil penalties report monthly. The Contractor shall assist in preparing an aging report on all outstanding receivables due within five working days from the date of the close of the accounting period. The Contractor shall prepare a cash management report monthly due the 15th of each month.

Period of Performance

This effort shall commence on the effective date of this modification through February 15, 2002.