

2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE APR 01 2003	4. REQUISITION/PURCHASE REQ. NO. RQ CFO 03 309 PROJECT NO. (If applicable) CFO 03-127
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6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 2 Mail Stop T-7-I-2 Washington DC 20555	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Foxx & Company Attn: Mr. Martin O'Neill, Partner 700 Goodall Complex 324 West Ninth Street Cincinnati OH 45202-1908	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-9832H DR-09-03-127
		10B. DATED (SEE ITEM 13) 12-31-2002

**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)  
Job Code L1965; B&R Number 37N-15-532-358; BOC 252A;  
Fund Source 31X0200.37N; Amount Obligated: \$714,720.00


**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:
X	D. OTHER (Specify type of modification and authority) Option to Extend the Term of the Contract (Delivery Order) (FAR 52.217-9)

**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)  
Please see the attached pages.

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) Robert B. Webber Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 03-28-2003

The purpose of this modification is to (1) exercise Option No. 1 of Delivery Order DR-09-03-127 under GSA FSS Contract No. GS-23F-9832H; (2) increase the firm, fixed-price portion of the Delivery Order and obligated amounts by \$714,720; (3) increase the cost-reimbursement portion of the Delivery Order by \$161,437; (4) extend the Period of Performance through March 31, 2004; (5) amend the term "Task Order" to read "Work Order" in the Terms and Conditions; and (6) clarify language so that it agrees in both subsection D and E of the Statement of Work describing Account Reconciliation and the number of business days allowed to complete the effort after the close of the accounting period. Accordingly, the following changes are hereby made:

1. Option No. 1 is hereby exercised, including Item No. 1, Financial Statement Preparation (B.1), for the firm, fixed price of \$285,888, and Item No. 2, Account Reconciliation (B.2), for the firm, fixed price of \$428,832, increasing the current price by \$714,720, from \$177,576 to \$892,296. Furthermore, the obligated amount of this Delivery Order is increased by \$714,720, from \$177,576 to \$892,296. In addition, the total estimated ceiling for Item No. B.3, Financial Management Advice and Guidance, is increased by \$161,437, from \$0 to \$161,437.
2. Relating to the extension to the period of performance, in the Terms and Conditions section of the Delivery Order, on page 1, in subsection 1, ORDERING (FAR 52.216-18), the final sentence of paragraph (a) is hereby deleted in its entirety and is replaced with the following:

"Such orders may be issued from January 1, 2003 through March 31, 2004."

In subsection 3, INDEFINITE QUANTITY (FAR 52.216-22), the second sentence of paragraph (d) is deleted in its entirety and is replaced with the following:

"The procurement 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 delivery order's effective period; provided, that the Contractor shall not be required to make any deliveries under this procurement after March 31, 2004."

In addition, on page 8, the first sentence of the subsection entitled "Period of Performance," is hereby deleted in its entirety and is replaced with the following:

"The period of performance shall commence on January 1, 2003 and will expire on March 31, 2004, with three (3) one-year option periods, and one (1) nine-month option period."

3. In the Statement of Work (SOW) section of the Delivery Order on page 5, under subsection D, Deliverables, within the description of Task 2, Account Reconciliation, the Date Due states "Within 10 business days after the close of the monthly accounting period." The clarification is necessary on page 6, under subsection E, Performance Requirements Summary, under the Performance Requirement Prepare monthly reconciliation of the specified General Ledger accounts, for the Performance Incentive for Full (100%) Payment. The Performance Standard should read "Account reconciliations are prepared within 10 business days after the close of the accounting period;" in accordance with the task description found on page 5 of the SOW.
4. In the Terms and Conditions section of the Delivery Order, on page 1, in subsection 1, ORDERING (FAR 52.216-18), paragraphs (a), (b) and (c), the term "task order" is hereby deleted and should subsequently be replaced with the term "work order." This holds true for any other place in the Delivery Order where the term "task order" is mentioned, but that has not specifically been referenced here, also.

A summary of obligations for this delivery order, from award through the date of this action, is provided below:

Total FY03 Obligation Amount	\$892,296
Cumulative Total of NRC Obligations	\$892,296

This modification obligates FY03 funds in the amount of \$714,720.

**All other terms and conditions remain the same.**