

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE IRM-88-211 PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 036 3. EFFECTIVE DATE AUG 27 2001 4. REQUISITION PURCHASE REQ. NO. IRM-88-211 5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 IT Acquisition 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) Statistica, Inc. ATTN: James E. Daniel 8484 Westpark Drive Suite 630 McLean VA 22102 (X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-39-88-211

10B. DATED (SEE ITEM 13) X 03-01-1988 CODE 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 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) APPN: 31X0200 B&R: 17115524115 BOC: 2542 JCN: N7034 FFS NO: CIO-01-300 OBLIGATION: \$162,776.80

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) Closeout, Pursuant to G.1 Indirect Rate Adjustments

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.) Modification No. 36 follows.

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) JAMES E. DANIEL Director of Contracts 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark Flynn Contracting Officer 15B. CONTRACTOR OFFICER (Signature of person authorized to sign) 15C. DATE SIGNED 8/27/01 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 8/23/01

TEMPLATE-ADM001

ADM02

The purpose of this modification is to close the contract through the following actions; (1) increase the obligated amount by \$162,776.80 from \$22,784,696.14 to \$22,947,472.94 for approved final indirect cost rate adjustments, and (2) revise indirect the rates under section G.1.3 as a result of final DCAA's negotiated indirect cost rates. As a result, the contract is modified as follows:

1. Under Section B.2, CONSIDERATION AND OBLIGATIONS-COST PLUS FIXED FEE, subparagraph a. and c. are revised to read as follows:
 - a. "The total cost to the Government for full performance of this contract is \$22,947,472.94 of which the sum of \$21,439,273.35 represents the estimated reimbursable costs, and of which \$1,508,199.59 represents the fixed fee."
 - "c. The amount presently obligated by the Government with respect to this contract is \$22,947,472.94."
2. Section G.1, INDIRECT RATES, is revised to reflect final indirect rates from inception through the expiration date of the contract. The rates are in accordance with DCAA's negotiated rates as follows:

Contractors Final Indirect Rates

Indirect Rates:	FY 88	FY89	FY 90	FY91	FY92	FY93
Fringe Overhead (Offsite)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
G&A	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Statistica, Inc.'s final invoice dated 8/7/01, and the contractors release dated 8/16/01 represents all costs and fee to which the Contractor is entitled to reimbursement under the contract. By execution of this contract modification, Statistica, Inc., its successors and assignees, hereby releases and forever discharges the Government, its officers, agents and employees from any and all further claims however derived, and agrees to refrain from lodging lawsuits in any forum, for additional adjustments or compensation arising under, or related to the contract.

A summary of the obligations for this contract, from award date through the date of this action is given below:

FY 88 Obligations	\$2,907,924.00
FY 89 Obligations	\$4,596,000.00
FY 90 Obligations	\$5,993,856.59
FY 91 Obligations	\$3,918,000.00
FY 92 Obligations	\$3,494,915.55
FY 93 Obligations	\$1,874,000.00
FY 01 Obligations	\$ 162,776.80

Cumulative Total of NRC Obligations \$22,947,472.94

This modification obligates funds in the amount of \$162,776.80 which fully funds this contract.

All other terms and conditions remain the same.