

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES	
			1	7
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO.	5 PROJECT NO. (If applicable)	
137	See Block 16C	11EM002264		
6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than item 6)	CODE	
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601	Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(X)	9A AMENDMENT OF SOLICITATION NO	
COMPUTER SCIENCES CORPORATION Attn: MIKE GAFFNEY 15245 SHADY GROVE ROAD SUITE 200 ROCKVILLE MD 208506247				
			9B DATED (SEE ITEM 11)	
		X	10A MODIFICATION OF CONTRACT/ORDER NO DE-AC06-04RL14383	
			10B DATED (SEE ITEM 13)	
CODE	FACILITY CODE	01/06/2004		
053506312				

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 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)

Not Applicable

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 I.1 - FAR 52.243-2-Changes-Cost Fairbursement (8/67) - Alt 11 (4/84) and Mutual Agreement of the Parties
	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)

a. The purpose of this modification is to definitize contract modifications 114, 118, 122, 126 and 129 and to revise Sections B, H and J.

b. Based on negotiations of the Request for Equitable Adjustment (REA) submitted for the requirements contained in contract modifications 114, 118 and 122 for beryllium split testing, the following increase of \$324,119 is hereby made to the contract's estimated cost as shown in Section B.3.

c. Based on negotiations of the REA submitted for the requirements contained in contract modifications 122 and 126 for the Beryllium Corrective Action Plan (CAP), the following increase of \$79,709 for CAP planning costs is hereby made to the contract's estimated cost  
 Continued ...

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)		
Aiyana Pandey, Sr. PRINCIPAL CONTRACTS ADMIN.	Russell D. Walter		
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
Aiyana Pandey <i>(Signature of person authorized to sign)</i>	4-28-11	<i>(Signature of Contracting Officer)</i>	4-28-11

B.3 Estimated Cost and Maximum Award Fee

- a. Pursuant to the FAR Clause 52.216-7, entitled "*Allowable Cost and Payment*," the total estimated cost and maximum award fee (excluding Legacy Pension and Post-Retirement Benefit costs in Section B.4) cost of this contract is:

Table B-1 Estimated Cost and Maximum Award Fee										
Fiscal Year	FY 2004	FY 2005	FY 2006	FY 2007*	FY 2008*	FY 2009*	FY 2010*	FY 2011*	FY 2012*	FY 2013*
Estimated Cost	\$6,161,123	\$11,119,177	\$11,170,799	\$15,356,464	\$12,913,925	\$13,338,773	\$13,375,429	\$13,320,709	\$12,984,990	\$13,182,555
Maximum Award Fee	\$294,316	\$820,074	\$799,449	\$877,898	\$886,608	\$895,358	\$899,230	\$907,583	\$916,130	\$924,758
Total Cost and Maximum Award Fee	\$6,455,439	\$11,939,251	\$11,970,248	\$16,234,362	\$13,800,533	\$14,234,131	\$14,274,659	\$14,228,292	\$13,901,120	\$14,107,313

\* Option year

- b. The performance fee for this contract shall be awarded upon the unilateral determination of the DOE's Fee Determination Official that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the Fee Determination Official's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Evaluation and Measurement Plans as described in Section H.20. Award Fee available for each period is as set forth in the Performance Evaluation and Measurement Plan. Legacy Pension costs are excluded from the Fee Determination.
- c. If and when it becomes evident that the estimated scope of work under this contract will increase or decrease by fifteen percent (15%) or more, measured in terms of estimated cost, either party to this contract may request a renegotiation of the established fee pool amount(s).
- d. The estimated cost for the Transition Period is \$ NO COST . There will be no fee paid for this transition period.

B.4 Cost Reimbursement – Legacy Pension and Post-Retirement Benefits

- b. To ensure Legacy Pension and Post-Retirement Benefits costs are not used in the calculation of fee and pursuant to the FAR Clause 52.216-7, entitled "*Allowable Cost and Payment*," Clauses H.14 and J.7, entitled "*Pension Plan*" the total estimated Legacy Pension and Post-Retirement Benefit costs for this contract are:

Table B-2  
Estimated Legacy Pension and Post-Retirement Benefits

Fiscal Year	FY 2004	FY 2005	FY 2006	FY 2007*	FY 2008*	FY 2009*	FY 2010*	FY 2011*	FY 2012*	FY 2013*
Estimated Legacy Pension Cost	\$0	\$880,231	\$298,487	\$496,548	\$737,932	\$298,011	\$382,971	\$803,000**	\$1,003,000**	\$946,000**
Estimated Post-Retirement Benefit Costs	\$32,877	\$398,949	\$485,612	\$483,916	\$565,359	\$656,593	\$565,985	\$575,000**	\$575,000**	\$575,000**
Total Legacy Pension and Post-Retirement Benefit Costs	\$32,877	\$1,279,180	\$784,099	\$980,464	\$1,303,291	\$954,604	\$948,956	\$1,378,000**	\$1,578,000**	\$1,521,000**

\* Option year

\*\* Projected

**B.5 Option to Extend the Term of the Contract**

This contract may be extended at the unilateral option of the Government by written notice to the Contractor 60 days prior to the expiration date of this contract. Further, the Contractor agrees that the stated fees as set forth in Section B.3, *Estimated Cost and Maximum Award Fee*, above will apply to the Option Period(s). The Option Periods may be exercised at the sole discretion of the Contracting Officer and may be exercised unilaterally for any period(s). No single option period will be for a period of less than one year, nor will a single option period exceed five years.

3. the National Labor Relations Board at any level;
4. recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State labor law; or
5. any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

#### H.14 Pension Plan

The Contractor shall assume sponsorship and the responsibility for management and oversight of the existing Hanford occupational medical contractor pension plan, as described in Section J.7. The cost of the contractor's participation and management of the pension plan will be allowable for the purpose of providing retirement benefits to eligible employees in accordance with the terms and conditions of the pension plan. The pension plan must be maintained as a qualified defined benefit pension plan under the regulations of the Internal Revenue Code (IRC). The pension plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the advance, written approval of the Contracting Officer.

#### H.15 DOE Mentor-Protégé Program

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small businesses, firms certified under the section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities, and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Using the provisions set forth in DEAR 919.70, the Contractor shall establish a Mentor-Protégé Agreement within six months of the beginning of the contract performance period (excludes the contract transition period). Upon establishment of the Agreement within the first six months of the contract performance period, the Contractor shall Mentor at least one active Protégé company at all times during the remaining performance period of this contract (including option periods, if exercised). Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.

#### H.16 Continuity of Insurance Coverage

The Contractor shall provide for continuity of insurance coverage of employees of the incumbent contractors and their predecessors who are absent and receiving payments under the following programs: Long Term Disability, Short Term Disability, and Workers' Compensation, and including any then current COBRA (Consolidated Omnibus Budget Reconciliation Act) participation in a health benefits insurance program. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions, where applicable.

The Contractor shall provide for continuity of insurance coverages (health, life, other, as applicable) of employees who have retired from the incumbent contractors or their predecessors to the extent currently provided by the incumbents. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions where applicable.

J.6 List of Applicable Directives

The Directives listed below can be obtained from the following websites:

DOE Directives: <http://www.directives.doe.gov/>

DOE-RL CRD Supplements:

<http://idmsweb/idmsprod/livelink.exe?func=ll&objId=3423698&objAction=Open&viewType=1>

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
RRD 002	The Department of Energy Richland Operations Office (RL) Software Quality Assurance Requirement Document (SQARD)	February 2002	Rev 0
RDD 005	Worker Safety	08/29/2007	Rev 3
RRD 006	Contractor Support to RL. Implement of CRD 470.3A	03/09/06	Rev 0
DOE/RL 94-02	Hanford Emergency Plan	June 2010	Rev 4
CRD O 130.1	Budget Formulation Process	09/29/95	N/A
CRD O 142.3A	Unclassified Foreign Visits and Assignments Program	10/14/10	N/A
CRD O 151.1C	Comprehensive Emergency Management System	11/02/05	N/A
CRD O 200.1A	Information Management Program	12/23/08	N/A
CRD O 205.1A	Department of Energy Cyber Security Management Program	12/04/06	Rev 3
CRD M 205.1-6	Media Sanitation Manual	12/23/08	Rev 0
CRD M 205.1-7	Security Controls for Unclassified Information Systems	01/05/09	Rev 0
CRD M 205.1-8	Cyber Security Incident Management Manual	01/08/09	Rev 0
CRD M 205.1-5	Cyber Security Process Requirements Manual	08/12/08	Rev 0
CRD N 206.4	Personal Identity Verification	11/22/05	Rev 0
CRD O 210.2	DOE Corporate Operating Experience Program	06/12/06	N/A
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	04/19/08	N/A
CRD O 221.2A	Cooperation With the Office of Inspector General	02/25/08	N/A
DOE-0223	RL Emergency Implementing Procedures	Current Version	N/A

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
CRD O 225.1A	Accident Investigations	11/26/97	Rev 0
CRD M 231.1-1A, Chg 2	Environment, Safety, and Health Reporting Manual	03/19/04	N/A
CRD M 231.1-2	Occurrence Reporting and Processing of Operations Information	08/19/03	Rev 6
CRD O 241.1B	Scientific and Technical Information Management	12/13/10	N/A
CRD O 243.2	Vital Records	08/31/10	Rev 1
CRD O 341.1A	Federal Employee Health Services	10/18/07	N/A
CRD O 413.1A	Management Control Program	04/18/02	N/A
CRD O 414.1B	Quality Assurance	04/29/04	N/A
CRD O 420.1B	Facility Safety	12/22/05	Rev 4
CRD O 442.1A	Department of Energy Employee Concerns Program	06/06/01	Rev 2
CRD M 442.1-1	Differing Professional Opinions Manual for Technical Issues involving Environment, Safety and Health	11/16/06	N/A
CRD O 443.1	Data Protection Board for Human Subjects Research	05/15/00	N/A
CRD DOE O 450.1A	Environmental Protection Program	06/04/08	N/A
CRD O 470.2B	Independent Oversight and Performance Assurance Program	10/31/02	Rev 2
CRD M 470.4-1, Chg 1	Safeguards and Security Program Planning and Management	08/26/05	Rev 1
CRD M 470.4-2A	Physical Protection	07/23/09	Rev 0
CRD M 470.4-4A	Information Security Manual	01/16/09	N/A
CRD M 470.4-5	Personnel Security	08/26/05	N/A
CRD M 475.1-1B	Manual for Identifying Classified Information	08/28/07	N/A
CRD O 475.2	Identifying Classified Information	08/28/07	N/A
CRD O 522.1	Pricing of Departmental Materials and Services	11/02/04	N/A
CRD O 534.1A	Accounting	07/05/01	Rev 0
CRD O 551.1C	Official Foreign Travel	06/24/08	N/A
DOE O 5400.5, Ch 1-2	Radiation Protection of the Public and the Environment	02/08/90	N/A