

2. AMENDMENT/MODIFICATION NO. 168	3. EFFECTIVE DATE 11/09/2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	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
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COMPUTER SCIENCES CORPORATION Attn: MIKE GAFFNEY 15245 SHADY GROVE ROAD SUITE 200 ROCKVILLE MD 208506247	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-04RL14383
		10B. DATED (SEE ITEM 13) 01/06/2004

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	I.1 - FAR 52.243-2-Changes-Cost Reimbursement (8/87) - Alt II (4/84)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ 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 Modification 163 and revise Section B.

b. Based on the actual cost data submitted for the period of April 1, 2012 through June 30, 2012, and the requirements contained in contract Modification 163 for the Beryllium Corrective Action Plan (Be CAP), the following increase of \$67,133 is hereby made to the contract's FY12 estimated cost with no increase in fee as shown in Section B.3. Revised page B-4 is attached.

c. All other terms and conditions remain unchanged.
Period of Performance: 01/06/2004 to 09/30/2012

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) Russell D. Walter		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 11/09/2012

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	\$13,611,204	\$13,225,747	\$13,210,592
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	\$14,518,787	\$14,141,877	\$14,135,350

* 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.