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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 03 | 3. EFFECTIVE DATE 12-Mar-2009 | 4. REQUISITION/PURCHASE REQ. NO. N00167-09-MR-57842 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 douglas.m.smith@navy.mil 301-227-1640 | CODE N00167 | 7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299 | | CODE S2101A |

| | | | |
|--|--|-----|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Computer Sciences Corporation 1201 M. Street SE, Suite 400 Washington DC 20003 | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | 9B. DATED (SEE ITEM 11) | | |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-FD01 | | |
| CAGE CODE 8X463 | FACILITY CODE 112373324 | [X] | 10B. DATED (SEE ITEM 13) 16-Jun-2006 |

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 one (1) copy 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|---|
| (*) | 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. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) Incremental Funding |

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.)
SEE PAGE 2

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Douglas M Smith, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | BY /s/Douglas M Smith (Signature of Contracting Officer) | 12-Mar-2009 |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

Contractor Support Services for the

Naval Surface Warfare Center, Carderock Division

Acquisition Management Division

Acquisition Policy and Programs Branch

Policy and Systems Section, Code 3311

This is a performance-based acquisition for Acquisition Business Data Analysis and Metrics Support structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below in the "Performance Requirements Summary" and the evaluation methods described in provision CAR H07 in Section H.

1.0 SCOPE

1.1 This Performance Work Statement sets forth the requirements for expert technical support to the Policy and Systems Section, Code 3311, in the Acquisition Policy & Programs Branch (Code 3310), of the Acquisition Management Division (Code 33), at the Naval Surface Warfare Center, Carderock Division. The contractor shall provide administrative assistance and technical expertise in the development, tracking and reporting of Code 33 acquisition data and metrics.

1.2 The contractor shall coordinate and prepare responses to procurement data calls, including those generated from external sources as well as those in support of NSWCCD internal management. The contractor shall also be responsible for researching, compiling, and analyzing data and maintaining performance metrics as requested by NSWCCD management.

1.3 The contractor shall support acquisition office operations in other areas as requested and in accordance with priorities established by the Government's Task Order Manager (ToM).

2.0 APPLICABLE DOCUMENTS

None

3.0 Requirements

The contractor shall research/develop acquisition related data and enter into, and extract from, Navy and local databases as required. The contractor shall be proficient in the use of Microsoft Office applications such as Access databases, Excel spreadsheets, and PowerPoint to efficiently perform the required tasks. The requirements described in this performance work statement shall be met by one person assigned to work full time on site at NSWCCD rather than by multiple persons assigned to work part time, reporting to work on different days each week, so as to equal one full time equivalent.

3.1 Requirements / Tasks

The contractor shall perform the following tasks:

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(a) Data Management & Metrics Support

(b) Administrative Support

3.1.1 Data Analysis & Metrics Support

The contractor shall assist in the preparation of Code 33 acquisition metrics. This includes extraction of information from databases, the entry/verification of data, as well as the establishment of formulas and reporting parameters in complex access and excel databases. As directed, the data shall then be entered into power point presentations or other presentation materials for use by Code 3311, Code 33 and the Command. The contractor will be required to create charts, diagrams, and reports from various databases that will aid in the management and reporting of the Code 33 workload.

The contractor shall prepare and coordinate, responses to procurement data calls, including those generated from external sources as well as those in support of NSWCCD internal management. Such data calls often have extremely short response times.

The contractor shall research, compile, and analyze data and maintain performance and management metrics as requested by NSWCCD management.

3.1.2 Administrative Support

The contractor shall prepare, organize, file, and distribute data/metrics as necessary.

The contractor shall validate that DD350s/Contract Action Reports (CARs) have been entered into the appropriate reporting sites and review them for accuracy of data.

The contractor shall support acquisition office operations in other data analysis/metrics areas as requested and in accordance with priorities established by the Government's technical representative.

3.1.3 Performance Requirements Summary

| Primary Performance Objectives | Measurable Performance Standard/Acceptable Quality Level (AQL) | Performance Assessment Method |
|--|---|--|
| Delivery of data analysis/metrics/administrative support | Accurate/complete deliverables received within deadlines identified by Task Order Manager. | Review of deliverables and schedules established. |
| Effective Cost Control | Funds and resources are used in a cost effective manner and costs stay within original task order amount. | Bi-weekly monitoring of the invoices submitted. Review of the monthly status of activities/funds report delivered. |
| Quality of Services | Quality of Services meet or exceed task order requirements 95% of the time. | Regular review of deliverable products |

4.0 Government Furnished Items

4.1 Government Furnished Information (GFI)

The Government will provide the contractor all data as required for data input and data maintenance. The Government will also provide the contractor access to relevant instructions, manuals, software programs and intranet links as

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required to perform the tasks outlined in section 3.

4.2 Government Furnished Facilities (GFF)

The Government will provide all facilities for the accomplishment of the tasks. These facilities will reside at NSWCCD, West Bethesda MD, in building 121.

4.3 Government Furnished Equipment (GFE)

The contractor will be provided an NMCI computer and peripherals, telephone, office supplies and a workstation at NSWCCD, West Bethesda MD, in building 121.

5.0 Data Deliverables

5.1 All tasking deliverables shall be in contractor format. Deliverables shall be submitted within the timeframe specified by the Government Task Order Manager (TOM).

5.2 The contractor shall submit a monthly status report of activities conducted, including a summary of work completed, labor hours expended, funding expended, and any outstanding issues. The status report shall be provided electronically to the Government Task Order Manager.

6.0 Task Order Manager

Mr. Ademar Toro, Policy and Systems Section Head, Code 33111, telephone 301-227-5815, is the Task Order Manager (TOM) for this Task Order.

7.0 Period of Performance.

Task Order period of performance shall be from date of Task Order through five years thereafter.

8.0 Place of Performance:

Work shall be performed on site at the NSWC Carderock Division, West Bethesda MD.

9.0 Travel:

Travel to the NSWCCD site located in Philadelphia PA may be required for performance of the efforts described herein. If required, such travel would be infrequent and would likely not exceed one to two days in length.

10. Qualifications: The business data analyst required to perform this statement of work must have a minimum of 10 years experience in the development, tracking and reporting of business related data and metrics. A background in Federal/DoD/Navy acquisition data and metrics is preferred, but not required.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the base IDIQ contract.

MARK FOR:

N00167

Task Order Manager

Ademar A. Toro, 3311

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

ademar.toro@navy.mil

301-227-5815

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be at destination.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO. QUANTITY WITHIN DAYS AFTER DATE OF TASK ORDER

1000 & 3000 ALL 5 YEARS AFTER DATE OF TASK ORDER

MARK FOR:

N00167

Task Order Manager

Ademar A. Toro, 3311

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

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301-227-5815

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Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The Government, on an annual basis, will evaluate the contractor's overall performance on this task order during the previous twelve months to determine if the fee amount should be reduced due to "Unsatisfactory" performance. The first evaluation will cover the period ending twelve months after the effective date of the task order with successive evaluations being performed for each twelve-month period thereafter, including any options if exercised, until the contractor completes performance under the task order. Based on the evaluation results, the Procuring Contracting Officer (PCO) will assign an overall performance rating in accordance with paragraph (b) of this provision. If the PCO assigns an "Unsatisfactory" performance rating, the PCO will take unilateral action to provide for a fee reduction of 1% covering the performance period evaluated. This incentive plan provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's overall performance on this task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings:

Excellent Excellent rating for all performance evaluation criteria.

Very Good A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed satisfactory overall.

Satisfactory A minimum of "Satisfactory" ratings for all performance evaluation criteria.

Unsatisfactory A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

(d) Performance Evaluation Criteria. The contractor's overall performance will be evaluated based on the requirements contained in the Statement of Work, and identified in the Performance Based Evaluation Criteria and Standards Table (Section J attachment).

(e) Organization. The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Incentive Determining Official, and the Task Order Manager (ToM). They will obtain input from the other Government customers associated with that order.

(1) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file and as PCO is responsible for making incentive determinations.

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(2) ToM: The ToM maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The ToM coordinates and compiles the evaluation reports from the other Government customers associated with that order.

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in length. Following each evaluation period, the PCO (or Contract Negotiator if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation. The contractor may submit a self-evaluation for consideration during the evaluation process. To be considered, the report must be submitted to the PCO no later than the end of the eleventh month of the evaluation period. The report must include an overall performance rating for the task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Incentive Determination. The PCO will make an incentive determination for the task order at the end of each evaluation period. The determination will be based upon the Task Order Manager's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the PCO. The PCO's decision is unilateral and final. The determination will be documented and a copy provided to the contractor.

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SECTION I CONTRACT CLAUSES

Section I clauses in accordance with IDIQ contract.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -0- or the overtime premium is paid for work --

(End of Clause)

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS