

2. AMENDMENT/MODIFICATION NO. <b>M123</b>	3. EFFECTIVE DATE <b>See Box 16C.</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. Department of Energy Albuquerque Operations Office Office of Management and Operating Contracts P.O. Box 5400 Albuquerque, New Mexico 87185-5400</b>		7. ADMINISTERED BY (If other than Item 6) CODE <b>U.S. Department of Energy National Nuclear Security Administration Manager, Kansas City Site Office P.O. Box 410202 Kansas City, Missouri 64141-0202</b>	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Honeywell Federal Manufacturing &amp; Technologies, LLC 2000 E. 95<sup>th</sup> Street P. O. Box 419159 Kansas City, MO 64141-6159</b>	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC04-01AL66850</b> 10B. DATED (SEE ITEM 13) <b>October 19, 2000</b>
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**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 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 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)**

**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.
	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:
<b>X</b>	D. OTHER (Specify type of modification and authority): <b>Contract Clauses H-48 Performance Based Management and H-49 Performance Incentives</b>
	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>  3  </u> copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

- The purposes of this modification are:**
- 1. To identify the FY 2008 Performance Incentive Fee earned for the period of October 1, 2007 through September 30, 2008.**
  - 2. To correct an error made in Modification M120. In M120 the Work for Others and the Other Reimbursable Work Available Fee entries were transposed for the period October 1, 2008 through September 30, 2009. They are corrected in the attached table from Section B.2(c)(3).**

Except as provided herein, all terms and conditions of the document referenced in Items 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 OF CONTRACTING OFFICER (Type or print) <b>Ralph B. Tennant II, Contracting Officer Kansas City Site Office</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>RB Tennant II</u> (Signature of Contracting Officer)	<u>12/11/08</u>

1. Section B, Clause B.2, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE, paragraph (c) (3) is revised to identify the Earned Fee for the period October 1, 2007 – September 30, 2008 as follows:

- (c) (3) The Available Fees for the specified Contract periods is set forth below:

<b>Contract Period</b>	<b>Available Fee</b>	<b>Earned Fee</b>
<b>January 1, 2001, through September 30, 2001</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$15,000,000	\$13,823,762
<b>October 1, 2001, through September 30, 2002</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$23,084,000	\$21,365,173
<b>October 1, 2002, through September 30, 2003</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$23,360,000	\$22,583,828
<b>October 1, 2003, through September 30, 2004</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$24,530,000	\$22,660,623
<b>October 1, 2004, through September 30, 2005</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$22,260,029	\$21,223,607
<b>Work for Others</b>	\$2,535,669 (est)	\$2,328,000
<b>Other Reimbursable Work</b>	\$1,161,165 (est)	\$2,346,000
<b>October 1, 2005, through September 30, 2006</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$26,039,804	\$19,824,023
<b>Work for Others</b>	\$3,748,500 (est)	\$3,419,000
<b>Other Reimbursable Work</b>	\$2,590,000 (est)	\$2,582,000
<b>October 1, 2006, through September 30, 2007</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$26,748,000	\$25,405,000
<b>Work for Others</b>	\$4,343,500 (est)	\$4,118,000
<b>Other Reimbursable Work</b>	\$2,520,000 (est)	\$2,009,000
<b>October 1, 2007, through September 30, 2008</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$27,000,000	\$25,743,838
<b>Work for Others</b>	\$4,875,014 (est)	\$4,891,000
<b>Other Reimbursable Work</b>	\$2,213,750 (est)	\$2,687,000
<b>October 1, 2008, through September 30, 2009</b>		
<b>Award Fee &amp; Performance-Based Incentive</b>	\$28,200,000	\$ TBD
<b>Work for Others</b>	\$ 6,699,700 (est)	\$ TBD
<b>Other Reimbursable Work</b>	\$ 2,800,000 (est)	\$ TBD

2. All other terms and conditions remain unchanged.