

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. M312	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration Sandia Site Office (MS 0184) P.O. Box 5400 Albuquerque, NM 87185-5400		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Sandia Corporation P. O. Box 5800 Albuquerque, NM 87185		9A. AMENDMENT OF SOLICITATION NO.	
CODE FACILITY CODE		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC04-94AL85000	
		10B. DATED (SEE ITEM 13) October 1, 1993	

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.

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: Department of Energy Organization Act, 42 U.S.C. § 7101 et seq. and the National Nuclear Security Administration Act, 50 U.S.C. § 2401 et seq., and H-24, Home Office and Other Corporate Support
	D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to:

- 1) Agree upon estimated cost and fee for the period of October 1, 2008 through September 30, 2009; and
- 2) Establish an FY2009 ceiling under H-24, *Home Office and Other Corporate Support*.

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) Gary B. Zura, Senior Manager Sandia Corporation		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JoAnn Wright, Contracting Officer Sandia Site Office	
15B. CONTRACTOR/OFFEROR BY <u>Gary B. Zura</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>10/8/08</u>	16B. UNITED STATES OF AMERICA BY <u>JoAnn Wright</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>10/14/08</u>

1. Section B, Clause B-2, Contract Type and Value is amended as follows:

- a. Paragraph (b) is revised as follows to set forth the Estimated Cost for FY 2009 and to reflect the Total Estimated Cost, exclusive of Contractor's Fees:

<u>Contract Period</u>	<u>Estimated Cost</u>
October 1, 2008 through September 30, 2009	\$ 2,309,943,266
October 1, 2009 through September 30, 2011	\$ To be negotiated annually
TOTAL through FY09	\$29,040,315,090

- b. Paragraph (c) is revised as follows to set for the Fixed Fee for FY 2009 and to reflect the total Fixed Fee under the contract:

<u>Contract Period</u>	<u>Fixed Fee</u>
October 1, 2008 through September 30, 2009	\$ 16,345,315
October 1, 2009 through September 30, 2011	\$ To be negotiated annually
TOTAL through FY09	\$252,307,595

- c. Paragraph (d) is revised to set forth the maximum available Performance Incentive Fee pool for FY 2009 and to reflect the total Performance Incentive Fee pool under the contract:

<u>Contract Period</u>	<u>Maximum Available Performance Incentive Fee Pool</u>
October 1, 2008 through September 30, 2009	\$ 8,756,419
October 1, 2009 through September 30, 2011	\$ To be negotiated annually
TOTAL through FY09	\$51,686,336

- d. Paragraph (e) is revised as follows: The Total Estimated Cost, Fixed Fee, and Maximum Available Performance Incentive Fee Pool under this contract for the period October 1, 1993, through September 30, 2009 is \$29,344,309,021.

2. Section H, Clause H-24, Home Office and Other Corporate Support, is revised to incorporate an FY 2009 ceiling for home office and other corporate support services directly attributable to the contract by adding the following as the first sentence of paragraph (d): The FY 2009 estimated budget for these services is \$2,358,400.
3. All other terms and conditions remain unchanged.

----- End of Modification -----