

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3
PAGES2. AMENDMENT/MODIFICATION NO.
M1373. EFFECTIVE DATE
See Box 16C.4. REQUISITION/PURCHASE
REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY
**U.S. Department of Energy
Albuquerque Operations Office
Office of Management and Operating Contracts
P.O. Box 5400
Albuquerque, New Mexico 87185-5400**

CODE

7. ADMINISTERED BY (If other than Item 6)
**U.S. Department of Energy
National Nuclear Security Administration
Manager, Kansas City Site Office
P.O. Box 410202
Kansas City, Missouri 64141-0202**

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP
Code)**Honeywell Federal Manufacturing & Technologies, LLC
2000 E. 95th Street
P. O. Box 419159
Kansas City, MO 64141-6159**

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC04-01AL66850

10B. DATED (SEE ITEM 13)

October 19, 2000

CODE

FACILITY CODE

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:

X D. OTHER (Specify type of modification and authority):
Contract Clauses H-48 Performance Based Management and H-49 Performance IncentivesE. 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 identify the FY 2009 Performance Incentive Fee earned for the period of October 1, 2008 through September 30, 2009.**

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)

**Ralph B. Tennant II, Contracting Officer
Kansas City Site Office**

15B. CONTRACTOR/OFFEROR

15C. DATE
SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE
SIGNEDBY _____
(Signature of person authorized to sign)BY RB Tennant II
(Signature of Contracting Officer)12/15/09

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, 2008 – September 30, 2009 as follows:

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

| Contract Period | Available Fee | Earned Fee |
|--|----------------------|-------------------|
| January 1, 2001, through September 30, 2001 | | |
| Award Fee & Performance-Based Incentive | \$15,000,000 | \$13,823,762 |
| October 1, 2001, through September 30, 2002 | | |
| Award Fee & Performance-Based Incentive | \$23,084,000 | \$21,365,173 |
| October 1, 2002, through September 30, 2003 | | |
| Award Fee & Performance-Based Incentive | \$23,360,000 | \$22,583,828 |
| October 1, 2003, through September 30, 2004 | | |
| Award Fee & Performance-Based Incentive | \$24,530,000 | \$22,660,623 |
| October 1, 2004, through September 30, 2005 | | |
| Award Fee & Performance-Based Incentive | \$22,260,029 | \$21,223,607 |
| Work for Others | \$2,535,669 (est) | \$2,328,000 |
| Other Reimbursable Work | \$1,161,165 (est) | \$2,346,000 |
| October 1, 2005, through September 30, 2006 | | |
| Award Fee & Performance-Based Incentive | \$26,039,804 | \$19,824,023 |
| Work for Others | \$3,748,500 (est) | \$3,419,000 |
| Other Reimbursable Work | \$2,590,000 (est) | \$2,582,000 |
| October 1, 2006, through September 30, 2007 | | |
| Award Fee & Performance-Based Incentive | \$26,748,000 | \$25,405,000 |
| Work for Others | \$4,343,500 (est) | \$4,116,000 |
| Other Reimbursable Work | \$2,520,000 (est) | \$2,009,000 |
| October 1, 2007, through September 30, 2008 | | |
| Award Fee & Performance-Based Incentive | \$27,000,000 | \$25,743,838 |
| Work for Others | \$4,875,014 (est) | \$4,891,000 |
| Other Reimbursable Work | \$2,213,750 (est) | \$2,687,000 |
| October 1, 2008, through September 30, 2009 | | |
| Award Fee & Performance-Based Incentive | \$27,700,000 | \$26,328,420 |
| Work for Others | \$ 6,699,700 (est) | \$6,047,000 |
| Other Reimbursable Work | \$ 3,309,740 (est) | \$2,506,000 |
| October 1, 2009, through September 30, 2010 | | |

| | | |
|--|--------------------|--------|
| Award Fee & Performance-Based Incentive | \$27,700,000 | \$ TBD |
| Work for Others | \$ 7,003,150 (est) | \$ TBD |
| Other Reimbursable Work | \$ 1,682,296 (est) | \$ TBD |

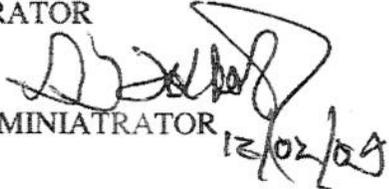
2. All other terms and conditions remain unchanged.

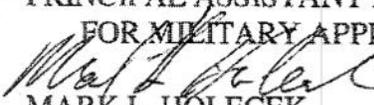


Department of Energy
National Nuclear Security Administration
Kansas City Site Office
P.O. Box 410202
Kansas City, Missouri 64141-0202

DEC 01 2009

MEMORANDUM FOR THOMAS P. D'AGOSTINO
MEMORANDUM FOR THE AMINISTRATOR

THROUGH:  GENERAL GARRETT HARENCAK
PRINCIPAL ASSISTANT DEPUTY ADMINIATRATOR
FOR MILITARY APPLICATION 

FROM: 
MARK L. HOLECEK
ACTING MANAGER

SUBJECT: Contract DE-AC04-01AL66850, FY2009 Earned Fee
Recommendations

The National Nuclear Security Administration (NNSA) Kansas City Site Office (KCSO) has completed its assessment of Honeywell Federal Manufacturing & Technologies (FM&T) performance in meeting expectations established in the Fiscal Year (FY) 2009 Performance Evaluation Plan (PEP) for the period from October 1, 2008 through September 30, 2009. Based on my review and the assessments provided in our FY 2009 Performance Evaluation Report, the following recommendations are hereby requested for your approval:

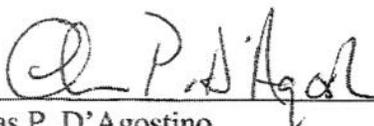
| | <u>Available</u> | <u>Recommended</u> |
|------------------------|---------------------|---------------------|
| DOE Fixed Fee | None | None |
| WFO | \$ 8,553,000 | \$ 8,553,000 |
| Total Fixed Fee | \$ 8,553,000 | \$ 8,553,000 |
| DOE At-Risk Fee | \$24,930,000 | \$23,572,270 |
| DOE Multisite Fee | \$ 2,770,000 | \$ 2,756,150 |
| TOTAL FEE | \$27,700,000 | \$26,328,420 |
| RECOMMENDED % | | 95.0% |

Award Term None None

APPROVED:  _____

DISAPPROVED: _____

Alternative Fee as follows: N/A _____

BY:  DATE: 12/3/09
Thomas P. D'Agostino
Administrator, National Nuclear Security Administration