

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. A045	3. EFFECTIVE DATE see block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration P.O. Box 98518 Las Vegas, NV 89193-8518	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) National Security Technologies, LLC P.O. Box 98521 Las Vegas, NV 89193-8521	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25946
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13) 3/28/06
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 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 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 referenced 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.

<input checked="" type="checkbox"/>	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"/>	B. THE ABOVE NUMBER 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) Contract Clause B.2, Contract Type and Value

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

This modification increases the NNSA Estimated Cost of the contract and incorporates the approved award fee pool for FY09. The Estimated WFO Cost and Fixed Fee pool are also incorporated.

See attached pages.

EXECUTED COPY

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) David F. Reith, Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>David F. Reith</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/11/08
16B. UNITED STATES OF AMERICA <i>Darby A. Dieterich</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/21/08

A. Part I, *The Schedule*, Section B, *Supplies or Service and Prices/Costs*, Contract Clause B-2, "Contract Type and Value", is modified to increase the total estimated contract cost for FY 2009 and to incorporate the FY 2009 fee. As such paragraphs (a)(1) and (b)(3) are modified by deleting the text and substituting in lieu thereof the following language.

B-2 CONTRACT TYPE AND VALUE

(a) (1) The Estimated Cost (exclusive of the Contractor's Fee) is set forth below:

Contract Period	NNSA Estimated Cost		WFO Estimated Cost
01 Oct 08 - 30 Sep 09 *	\$330,715,888		\$86,833,412
01 Oct 07 - 30 Sep 08 *	\$313,078,505		\$115,386,183
01 Oct 06 - 30 Sep 07	\$416,583,745		\$91,343,940
01 Jul 06 - 30 Sep 06	\$119,358,189		\$23,149,416
Transition (01 Apr 06 - 30 Jun 06)	\$0		\$0
SUBTOTAL	\$1,179,736,327		\$316,712,951
TOTAL ESTIMATED COST		\$1,496,449,278	

* *These are Estimated Cost figures. Actual figures will be incorporated upon finalization of annual cost figures.*

(b) (3) The total available fee pool is a combination of the Performance Incentive Fee and Fixed Fee related to the Work-for-Others effort. This total available fee pool for the specified period is set forth below:

Contract Period	Maximum Available Performance Incentive Fee		WFO Fixed Fee
01 Oct 08 - 30 Sep 09	\$23,150,112		\$5,166,588
01 Oct 07 - 30 Sep 08	\$21,915,495		** \$7,299,817
01 Oct 06 - 30 Sep 07	\$19,264,822		\$5,181,581
01 Jul 06 - 30 Sep 06	* \$4,256,769		\$981,912
Transition (01 Apr 06 - 30 Jun 06)	\$0		\$0
SUBTOTAL	\$68,587,198		\$18,629,898
TOTAL ESTIMATED FEE		\$87,217,096	

* *Based on FDO approval, this was a fixed fee figure for this three-month period.*

** *The WFO Fee Pool is an estimate based on the anticipated WFO base amount. The WFO fee earned will be based on actual cost of work performed.*

No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

END OF MODIFICATION