

2. Amendment/Modification No. P00103	3. Effective Date 2004SEP17	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN AMSTA-AQ-ALEA KAREN ILER (586)574-7157 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ILERK@TACOM.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512	Code S4201A
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SCD B    PAS NONE    ADP PT HQ0337

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512  TYPE BUSINESS: Large Business Performing in U.S.	<input 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. DAAE07-01-C-M016
	<input type="checkbox"/>	10B. Dated (See Item 13) 2001MAY02

Code 06085    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 amendments; (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)  
ACRN: BC NET INCREASE: \$3,779,185.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

**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 SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2007JAN31

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)	16A. Name And Title Of Contracting Officer (Type or print) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed
	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)
	16C. Date Signed 2004SEP17

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-01-C-M016 <b>MOD/AMD</b> P00103	<b>Page</b> 2 <b>of</b> 8
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**Name of Offeror or Contractor:** UNITED DEFENSE, L.P.

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification P00103 is Exercise the Option for 131 ATK 25MM Guns in the amount of \$3,779,185. This option was originally created under Modification P00099, as Option CLIN 4011AA. However, the funds for the option were later received under CLIN 4009AA. Therefore, subclin CLIN 4009AB was created to exercise this option. As a result, CLIN 4011AA will be deleted.
2. As a result of this modification, the total contract amount is increased by \$3,779,185 from \$1,090,870,178 to \$1,094,649,363.78.

\*\*\* END OF NARRATIVE A 109 \*\*\*

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
4009AB	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: ATK 25MM GUNS                      PRON: EH4RS934EH PRON AMD: 02 ACRN: BC                      AMS CD: 123207NC000</p> <p>This CLIN is for procurement and incorporation of 131 ATK 25MM Guns into RESET vehicles.</p> <p>Estimated Cost: \$3,515,622                      Fixed Fee: 263,563                      CPFF: \$3,779,185</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-MAR-2006</td> </tr> </table> <p>\$ 3,779,185.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-MAR-2006				<p>\$ 3,779,185.00</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-MAR-2006												

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

## B.1.CLIN STRUCTURE

B.1.1 The Contract Line Item Numbers (CLINs) for the contract are structured as follows:

PROGRAM YEAR ONE		
CLIN	QUANTITY	CONFIGURATION
1001	83 Each	M2A3
1002		Reserved - Block Mod 1
1003		Reserved - Block Mod 2
1004		Reserved - Miscellaneous Changes/ECP
1005	26 Each	M3A3
1006		Reserved - Block Mod 1
1007		Reserved - Block Mod 2
1008		Economic Order Quantity, PY2 and PY3
1009	1 Lot	Refurbishment of test vehicles
1010	NSP	M2A3 / M3A3 Data
1011	13 Each	M2A2 ODS
1012		Reserved
1013		Reserved
1014		Reserved
1015	35 Each	M2A2 ODS (Option)
1015AB	35 Each	M2A2 ODS Option Exercised
1016		Reserved
1017		Reserved
1018		Reserved
1019	1 Lot	Refurb of A2 ODS Test veh (Option)
1020	NSP	M2A ODS Data
1021	19 Each	MLRS A0 Carrier
1022	10 Each	MLRS A1 Carrier with Unique Materials and ESIP Requirements
1023	10 Each	MLRS IEDB Kits - Korea
1024	NSP	MLRS Data
1025	121 Each	ODS Applique Kit 57K1589
1026	58 Each	ODS-E Applique Kit S57K1594

PROGRAM YEAR TWO		
CLIN	QUANTITY	CONFIGURATION
2001	44 Each	M2A3
2002		Reserved - Block Mod 1
2003		Reserved - Block Mod 2
2004		Reserved
2005	98 Each	M3A3
2006		Reserved - Block Mod 1
2007		Reserved - Block Mod 2
2008	56 Each	A3 BFIST
2009	1 Lot	Refurbishment of test vehicles (option)
2010		Reserved
2011		Reserved
2012		Reserved
2013		Reserved
2014		Reserved
2015	33 VEHICLES+KITS	ODS Vehicles and Kits (2015AA, 2015AB, 2015, AC,2015AD)
2016	33 each	ATK Weapons, M242 25mm Reman
2017		Reserved
2018		Reserved
2019		Reserved
2020		Reserved
2021	26 Each	M993 MLRS A0 Carrier
2022		MLRS O-Ring Drawings
2023		Reserved
2024		Reserved
2025		Reserved
2026	58 Each	ODS-E Applique Kit SK57K1594 (option)
2027	36 Each	M6 Applique Kit 57K1588 (option)
2028	9 Each	MUA Applique Kit 57K1587 (option)

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2029	44 Each	M7 Applique Kit SK57K1593 (option)
2030	11 Each	Bradley Advanced Training System (BATS) Gunnery
2031	1 Lot	Replenishment of FY99 Spares

## PROGRAM YEAR THREE

<u>CLIN</u>	<u>QUANTITY</u>	<u>CONFIGURATION</u>
3001	35 Each	M2A3
3002		Reserved - Block Mod 1
3003		Reserved - Block Mod 2
3004		A3/A2/ODS ASL DEVERSION
3005	103 Each	M3A3
3006		Reserved - Block Mod 1
3007		Reserved - Block Mod 2
3008	10 Each	M2A2 ODS
3009	1 Lot	Refurbishment of test vehicles (option)
3010		146 REMAN 600 HP ENGINES
3011	1 lot	Shipping of 123 engines in containers and 69 containers
3012	9 Each	A3 BFIST
3013	27 Each	M2A2 ODS
3014	26 Each	M3A2 ODS
3015	1 Lot	Combat ASL
3016	1 Lot	Conversion Hardware for APG EFVS to MLRS A1
3017		Idler Pad Stiffener
3018		Reserved
3019		Reserved
3020		Reserved
3021		Reserved
3022		Reserved
3023		Reserved
3024		Reserved
3025	128 Each	ODS Applique Kit 57K1589 (option)
3026	64 Each	ODS-E Applique Kit SK57K1594 (option)
3027		Reserved
3028		MLRS KITS, 3028AA, 3028AB, 3028AC(option), 3028AD, 3028AE, 3028AF
3029	28 Each	M7 Applique Kit SK57K1593 (option)
3030	2 Each	BATS Spare Ensemble Image Generators for Fort Knox (OPTION)
3031	1 Lot	BATS Spare Parts Packet for Fort Knox (OPTION)

## PROGRAM YEAR FOUR

<u>CLIN</u>	<u>QUANTITY</u>	<u>CONFIGURATION</u>
4001	13 Each	M7 BFIST
4002	40 Each	ODS Modification Kits
4003	13 Each	M7 BFIST Vehicles
4004	5 Each	M7 BFIST Vehicles
4005	131 Each	OIF Vehicles
4006	1 lot	OIF ASL Spares
4007	20 Each	ODS Modification Kits (Option)
4008	2 Each	OIF Vehicles (Option)
4009		BFVS RESET
4010		Data Item - CDRL A008
4011		Deleted by Mod P00103

**B.2 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX**

B.2.1 Federal Retailers Excise Tax (FRET) does not apply to the items under this contract. FRET is therefore not to be included in the price set forth in this Section.

**B.3 PERFORMANCE BASED PAYMENTS**

B.3.1 This contract provides for Government financing to the Contractor in the form of Performance Based Payments. Payment events and success criteria necessary to make payments in accordance with the provisions of FAR 32.1000, Performance-Based Payments and FAR 52.232-32, are specified elsewhere in this contract at H.35 Performance Based Payments.

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**Name of Offeror or Contractor:** UNITED DEFENSE, L.P.

B.3.2 Performance Payments: Detailed procedures for performance based payments will be mutually developed and agreed to between the Contractor and the Administrative Contracting Officer. That agreement will be documented by a Contractor Performance Billing Procedure and will, as a minimum, define a procedure that identifies performance billings to the Contract's ACRN level by each item.

B.3.3 Liquidation: The final event is DD form 250 acceptance by the Government and will constitute the final 10% of the CLIN price and any withholds, if applicable. This event will liquidate previous performance payments (maximum 90% of CLIN value) against each vehicle delivered. If no performance payments have been made, the Contractor is entitled to 100% payment of that vehicle at time of final DD form 250 acceptance by the Government.

B.3.4 Performance Delays: Except for an adjustment for Default, delay in delivery attributed to such events as (acts of nature, war, strike, etc.) may result in an adjustment to the affected portion of work but shall not cause interruption of otherwise eligible performance based payments and shall not become a basis for recovery of previously, properly disbursed performed based payments. All other delays shall be administered in accordance with FAR 32.1007 or the changes provision of this contract.

B.3.5 Performance Payment Adjustments: Performance events, amounts and success criteria may be adjusted by mutual agreement on an on-going basis if a contract action or the Contractor's performance has significantly affected the performance payment schedule. Except for an adjustment for default, adjustments under this provision shall not become the basis for recovery of previously, properly disbursed performance based payments.

B.3.6 Performance Based Payments do not apply to the RESET effort.

**B.4 INVOICES**

The contractor shall submit invoices to the following address:

DFAS-Columbus Center  
DFAS/CO-North Entitlement Operations  
P.O. Box 182266  
Columbus, OH 43218-2351

**B.5 REMITTANCE ADDRESS**

The following remittance address is established for all monies due under this contract:

United Defense, L.P.  
Ground Systems Division  
Post Office Box 99405  
Chicago, IL 60693-9405

**B.6 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS**

B.6.1 The contract price includes costs for Contractor compliance, with all applicable Federal, State, and Local Environmental, Health and Safety laws, rules, regulations, guidelines, standards, limitations, conditions, orders, controls, prohibitions and other requirements (all of which are hereinafter referred to as requirements) which affect the performance of this contract, as of award date, are in effect or scheduled to become effected during the contract term. The contract price does not include any amount for future additional or changed requirements which are not currently established and which may become effective during the term of the contract.

B.6.2 In the event any of the foregoing Contractor compliance requirements are changed (i.e. altered, rescinded, postponed, replaced, or supplemented by new or additional requirements) subsequent to the contract award date, and such changes cause an increase or decrease in the cost of, or time required to perform this contract, such change in cost or time requirement shall constitute the basis for an adjustment of the contract price or delivery schedule, as the case may be, provided the costs of compliance with such changed requirements are allowable and allocable to this contract under the FAR.

**B.7 INSTALLATION OF GOVERNMENT FURNISHED MATERIAL and/or PROPERTY**

The unit price of any vehicle, training device, or kits acquired under this contract includes all charges for the initial installation of Government furnished items, material or property listed in Attachment 1 of the contract, titled GOVERNMENT FURNISHED ITEMS.

**B.8 CONTRACT DATA REQUIREMENTS**

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**Name of Offeror or Contractor:** UNITED DEFENSE, L.P.

The cost for data requirements listed on the contract's DD form 1423, Exhibit A to the contract, are included in the vehicle unit prices.

## B.9 OPTION PRICES BY CONFIGURATION

B.9.1 Following are the per unit option prices, by program year.

OPTION ITEM	PROGRAM YEAR ONE per unit price	PROGRAM YEAR TWO per unit price	PROGRAM YEAR THREE per unit price
B.9.2 KITS			
B.9.2.1 Mod Kit MUA Applique PN 57K1587 None		\$27,727	NONE
B.9.2.2 Mod Kit M6 Applique PN 57K1588 None		\$20,830	NONE
B.9.2.3 Mod Kit ODS Applique PN 57K1589 None		NONE	\$ 68,148
B.9.2.4 Mod Kit BFIST M7 PN SK57K1593 None		\$58,906	\$ 51,554
B.9.2.5 Mod Kit ODS-E PN SK57K1594 None		\$50,150	\$ 44,274

## B.9.3 PAINT

B.9.3.1 Tan/Green - BFV	\$ 0.00	\$ 0.00	\$ 0.00
B.9.3.2 Woodland Camouflage - ODS	\$2,342.00	None	None

## B.9.4 VEHICLES (Per Unit)

B.9.4.1 M2A2 ODS	\$828,049	None	None
B.9.4.2 MLRS A0 - Unique Material	\$ 24,697	None	None
B.9.4.3 MLRS A1 - Unique Material/ESIP	\$118,267	None	None

## B.9.5 FLEXIBLE FIELDING SCHEDULE (PER VEHICLE) (Only Applies to A3 Vehicles)

B.9.5.1 Deleted by Modification P00092			
B.9.5.2 Deleted by Modification P00092			
B.9.5.3 Accelerate one month	None	\$ 0.00	\$ 0.00
B.9.5.4 Accelerate one month	None	\$ 0.00	\$ 0.00
B.9.5.5 Accelerate two-three months			
with 12 month notice	None	\$171,000	\$171,000
with 13 month notice	None	\$142,500	\$142,500
with 14 month notice	None	\$114,000	\$114,000
with 15 month notice	None	\$ 85,500	\$ 85,500
with 16 month notice	None	\$ 47,500	\$ 47,500
with 17 month notice	None	\$ 23,750	\$ 23,750
with 18 month notice	None	\$ 14,250	\$ 14,250
19 month or more notice	None	\$ 0.00	\$ 0.00

\*\*\* END OF NARRATIVE B 001 \*\*\*

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**Name of Offeror or Contractor:** UNITED DEFENSE, L.P.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
4009AB	EH4RS934EH 123207NC000 B14LUX123NMC	BC	2 4LUNRC	0.00 \$	3,779,185.00 \$	3,779,185.00
				NET CHANGE	\$ 3,779,185.00	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	BC	21 42020000046D8030P12320725AB S20113	W56HZV	\$ 3,779,185.00
				NET CHANGE \$ 3,779,185.00

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 1,090,870,178.78	\$ 3,779,185.00	\$ 1,094,649,363.78