

<b>2. Amendment/Modification No.</b> P00297	<b>3. Effective Date</b> 2004SEP15	<b>4. Requisition/Purchase Req No.</b> SEE SCHEDULE	<b>5. Project No. (If applicable)</b>
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<b>6. Issued By</b> TACOM WARREN AMSTA-AQ-ALEA GRACE E. BADGLEY (586)574-7074 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BADGLEYG@TACOM.ARMY.MIL	<b>Code</b>	W56HZV	<b>7. Administered By (If other than Item 6)</b> DCMA NORTHERN CALIFORNIA P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232	<b>Code</b>	S0507A
			SCD C PAS NONE ADP PT HQ0339		

<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> UNITED DEFENSE, L.P. GROUND SYSTEMS 1205 COLEMAN AVENUE PO BOX 58123 SANTA CLARA, CA. 95052-4368  TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	<b>9A. Amendment Of Solicitation No.</b>
	<input type="checkbox"/>	<b>9B. Dated (See Item 11)</b>
	<input checked="" type="checkbox"/>	<b>10A. Modification Of Contract/Order No.</b> DAAE07-95-C-X030
<b>Code</b> 80212 <b>Facility Code</b>		<b>10B. Dated (See Item 13)</b> 1995MAY31

**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)**  
NO CHANGE TO OBLIGATION DATA

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

KIND MOD CODE: G **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: FAR 52.216-16 and mutual agreement	
<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: 2004DEC31

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.

<b>15A. Name And Title Of Signer (Type or print)</b>	<b>16A. Name And Title Of Contracting Officer (Type or print)</b> GRACE E. BADGLEY BADGLEYG@TACOM.ARMY.MIL (586)574-7074
<b>15B. Contractor/Offeror</b>  (Signature of person authorized to sign)	<b>15C. Date Signed</b>
	<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)
	<b>16C. Date Signed</b> 2004SEP15

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MOD/AMD P00297

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

## SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this bilateral Modification P00297 is to set forth the final prices for Fixed Price Incentive (FPI) CLINs 0009 and 0013.

2. As a result of this Modification P00297, the Government and the Contractor agree that:

a. The final prices for CLINs 0009 and 0013 of the Contract have been negotiated and mutually agreed upon, in accordance with the pricing formula and terms and conditions of the Contract.

b. The billing prices as previously set forth in the Contract are changed as follows:

<u>CLIN</u>	<u>PREVIOUS PRICE</u>	<u>MODIFICATION P00297 CHANGE</u>	<u>REVISED PRICE</u>
0009	\$6,390,218.00	(\$162,750.55)	\$6,227,467.45
0013	\$2,176,518.00	\$ 10,383.87	\$2,186,901.87

c. FAR 52.216-16, "Incentive Price Revision - Firm Target", which was erroneously deleted from the Contract, is added back into Section I.

d. As a result of this Modification P00297, the Final Target Price is established as \$8,414,369.32.

e. Sections B, G, and I of the Contract are revised.

f. The Contractor and the Government hereby acknowledge that any and all claims for adjustment the Contractor may have with respect to the above actions under Contract DAAE07-95-C-X030 are fully satisfied in the above adjustment, and the Government is hereby released and discharged from any liability for this Contract.

g. That, except for the changes in this Modification P00297, all other terms and conditions of the Contract, as previously changed, remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 220 \*\*\*

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Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-95-C-X030 MOD/AMD P00297

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>PRON: 724563SS72 PRON AMD: 07 ACRN: AC                      AMS CD: 31102706</p> <p>Fourteenth Year - System Technical Support Requirements (STS 14), Fixed Price Incentive Portion (FPI) for Bradley Fighting Vehicle System (BFVS)</p> <p>(End of narrative B001)</p> <p>STS-14 FPI Effort for the BFVs/IFV, Year 12 (Basic)</p> <p>Target Cost: \$5,432,356.31*                      FCCM: \$ 54,324.80*                      Target Profit: \$ 740,786.34*                      Target Price: \$6,227,467.45*                      Ceiling Price: \$6,883,359.42</p> <p>*Revised by Modification P00297. Modification P00297 established the final FPI price for SubCLIN 0009AA.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ 3,708,387.00</p>

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA	<p><u>SERVICES LINE ITEM</u></p> <p>PRON: A14EF37959 PRON AMD: 02 ACRN: AD                      AMS CD: 2230610801</p> <p>Fourteenth Year - System Technical Support Requirements (STS 14), Fixed Price Incentive Portion for Multiple Launch Rocket System (MLRS) Carrier/M993 Technical Data Package (TDP) Maintenance.</p> <p>Target Cost: \$1,935,682.80*                      FCCM: \$ 21,050.37*                      Target Profit: \$ 230,168.71*                      Target Price: \$2,186,901.88*                      Ceiling Price: \$2,351,340.00</p> <p>*Revised by Modification P00297</p> <p>(End of narrative B001)</p> <p>STS-14 FPI Effort for MLRS, Year 1 (Basic)</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 1,875,787.89

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

## PART II - FIXED PRICE INCENTIVE STS

## B.15 FINAL PRICE REVISION

B.15.1 The Parties agreed that the supplies and services to be furnished under this Contract are subject to price revision in accordance with FAR 52.216-16, "Incentive Price Revision - Firm Target". Pursuant to the execution of Modification P00297, the Final Target Cost, Final Target Profit, and Final Target Price are as follows:

B.15.1.1 Target Cost (less FCCM):	\$ 7,368,039.11*
B.15.1.2 FCCM:	\$ 75,375.17*
B.15.1.3 Target Cost (with FCCM):	\$ 7,443,414.28*
B.15.1.4 Target Profit:	\$ 970,955.04*
B.15.1.5 Target Price:	\$ 8,414,369.32*
B.15.1.6 Ceiling Price:	\$ 9,234,699.42

\*\*\* END OF NARRATIVE B 002 \*\*\*

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MOD/AMD P00297

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

## SECTION I - CONTRACT CLAUSES

## SECTION I PART II -- FIXED PRICE INCENTIVE (FPI) STS

I.1 FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997)

(a) General. The supplies or services identified in the Schedule as Items 0009 and 0013 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of nine million, two hundred thirty-four thousand, six hundred ninety-nine dollars and forty-two cents (\$9,234,699.42). Any supplies or services that are to be

(1) ordered separately under, or otherwise added to, this contract and

(2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. Costs, as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within 90 [Contracting Officer insert number of days] days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officers receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less fifteen percent (15%) of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus twenty-five percent (25%) of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractors submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractors fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for

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

which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for

(1) completed supplies and services accepted by the Government and

(2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term contract price includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractors profit or loss on this contract.

(End of Clause)

\*\*\* END OF NARRATIVE I 001 \*\*\*