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Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to purchase 23 additional Armored Security Vehicles (ASV) and perform a fund switch.
2. This modification is an Undefined Contractual Action. The ceiling price of each ASV is \$715,000. Funding will be at 50% of the ceiling price, or \$357,500 each.
3. CLIN 5201AC, in the amount of \$8,222,500, has been added to fund this action.
4. Section F has been modified to show the required delivery date for the 23 vehicles. Section I has been changed to show the definitization schedule for this action.
5. CLIN 5300AA is hereby deleted. New CLINs 5300AB, in the amount of \$180,000, and 5300AC, in the amount of \$126,000.58, are established to replace the deleted CLIN.
6. As a result of the actions in this modification, the contract amount is increased by \$8,222,500. The new contract total can be found in Section G.

*** END OF NARRATIVE A 040 ***

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Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
5201AC	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M1117 ASV PRON: P149L728JZ PRON AMD: 01 ACRN: DG AMS CD: 51108992222</p> <table border="0"> <tr> <td style="text-align: center;"><u>Ceiling</u></td> <td style="text-align: center;"><u>Funded</u></td> </tr> <tr> <td style="text-align: center;"><u>Unit Price</u></td> <td style="text-align: center;"><u>Unit Price</u></td> </tr> <tr> <td style="text-align: center;">\$715,000</td> <td style="text-align: center;">50% \$357,500</td> </tr> </table> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> </tr> <tr> <td>001</td> <td>W56HZV4253S501</td> </tr> <tr> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> </tr> <tr> <td>000</td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>23</td> <td>31-OCT-2005</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>Ceiling</u>	<u>Funded</u>	<u>Unit Price</u>	<u>Unit Price</u>	\$715,000	50% \$357,500	DOC	SUPPL	<u>REL CD</u>	<u>MILSTRIP</u>	001	W56HZV4253S501	<u>PROJ CD</u>	<u>BRK BLK PT</u>	000		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	23	31-OCT-2005	23	EA	\$ UNDEFINITIZED	\$ 8,222,500.00 ESTIMATED
<u>Ceiling</u>	<u>Funded</u>																										
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\$715,000	50% \$357,500																										
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																									
001	23	31-OCT-2005																									

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Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5300AA	<u>DELETED</u>													
5300AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: ASV SPARE PARTS PRON: W149L740JZ PRON AMD: 01 ACRN: DH AMS CD: 42380600000</p> <p>Progress Payments are authorized. Contractor is authorized to invoice based on a percentage of work completed, using 2 digit percentages.</p> <p>(End of narrative B002)</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>1</td> <td>30-SEP-2005</td> </tr> </table> <p>\$ 180,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2005	1	LO		\$ 180,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2005												

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-99-C-S001 MOD/AMD P00077

Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
5300AC	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: ASV SPARE PARTS PRON: W149L741JZ PRON AMD: 01 ACRN: DJ AMS CD: 42380600000</p> <p>Progress Payments are authorized. Contractor is authorized to invoice based on a percentage of work completed, using 2 digit percentages.</p> <p>(End of narrative B002)</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>1</td> <td>30-SEP-2005</td> </tr> </table> <p style="text-align: right;">\$ 126,000.58</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2005	1	LO		\$ 126,000.58
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2005												

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Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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F-1 CHANGED	52.242-4000 (TACOM)	REQUIRED DELIVERY SCHEDULE	FEB/1998
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(a) Our required delivery schedule is below.

(b) Please refer to the Section L provision entitled either INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION or CONTRACT AWARD. It says, in part, that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Contracting Officer will mail or otherwise furnish the successful offeror the award or notice of award no later than the day the award is dated. Compute the time available for performance beginning with the actual date of award, NOT the date you receive written notice from the Contracting Officer through the ordinary mail.

(c) You can accelerate delivery:
at no additional cost to the government

(d) See Section B (the Schedule) for more information about delivery, including:
-- Military Standard Requisition and Issue Procedures (MILSTRIP) document numbers,
-- Total quantity of deliverable items, and
-- Item destinations.

REQUIRED DELIVERY SCHEDULE

"CLIN": (Contract Line Item Number) As further described in the Schedule.

"DAYS": The number of days after the date of the Contract you have to deliver the stated quantity.

"R": The quantity required to be delivered within the stated number of days.

CLIN	QUANTITY	DELIVERY DATE*
1001	7	SEP 12, 2000
	6	JAN 30, 2001
	6	MAY 09, 2001
	5	AUG 08, 2001

CLIN	QUANTITY	DELIVERY DATE*
2001	1	AUG 08, 2001
	6	DEC 17, 2001
	3	APR 30, 2002

CLIN	QUANTITY	DELIVERY DATE*
3001	3	APR 30, 2002
	6	SEP 11, 2002
	6	JAN 22, 2003
	5	JUL 14, 2003 (1)

* CHANGED BY MODIFICATION P00021

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Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.

CLIN	QUANTITY	DELIVERY DATE
3200	1	JUL 14, 2003 (1)

CLIN	QUANTITY	DELIVERY DATE ****
4001	6	OCT 09, 2003
	4	FEB 25, 2004 (3)
	2	MAR 10, 2004 (3)
	6	JUN 28, 2004
	2	NOV 01, 2004

CLIN	QUANTITY	DELIVERY DATE ****
4200	4	NOV 01, 2004

**** ADDED/CHANGED BY MODIFICATION P00039

CLIN	QUANTITY	DELIVERY DATE *****
5001	6	MAR 04, 2005
	6	JUL 10, 2005
	6	JUL 31, 2005 (4)
	2	JUL 31, 2005 (4)

CLIN	QUANTITY	DELIVERY DATE
5200	30	JUL 31, 2005 (4)
5201	26	Oct 31, 2005 (5)

***** ADDED BY MODIFICATION P00046

***** CHANGED BY MODIFICATION P00054

(1) CHANGED BY MODIFICATION P00055

(2) ADDED BY MODIFICATION P00061

(3) CHANGED/ADDED BY MODIFICATION P00067

(4) CHANGED BY MODIFICATION P00072

(5) CHANGED BY MODIFICATION P00077

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Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
5201AC	P149L728JZ 51108992222 A14P52221CJZ	DG	1 4ZLT08	\$	0.00	\$ 8,222,500.00	\$	8,222,500.00
5300AA	P149L414JZ 51108350009 A14P50091CJZ	DB	2 4ZLT09	\$	306,000.58	\$ -306,000.58	\$	0.00
5300AB	W149L740JZ 42380600000	DH	1 4SLT17	\$	0.00	\$ 180,000.00	\$	180,000.00
5300AC	W149L741JZ 42380600000	DJ	1 4SLT18	\$	0.00	\$ 126,000.58	\$	126,000.58
					NET CHANGE	\$ 8,222,500.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION				ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	DB	21	42035000041C1C01P51108331E1	S2011349L414	W56HZV	\$ -306,000.58	
Army	DG	21	42435000041C1C01P51108931E1	S2011349L728	W56HZV	\$ 8,222,500.00	
Army	DH	21	42020000041C1C01P42380631E1	S2011349L740	W56HZV	\$ 180,000.00	
Army	DJ	21	42020000041C1C01P42380631E1	S2011349L741	W56HZV	\$ 126,000.58	
						NET CHANGE	\$ 8,222,500.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 89,084,995.01	\$ 8,222,500.00	\$ 97,307,495.01

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Name of Offeror or Contractor: TEXTRON MARINE & LAND SYSTEMS, DIVISION OF TEXTRON INC.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.216-25	CONTRACT DEFINITIZATION	OCT/1997
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(a) A Firm Fixed Price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is:

Contractor submission of proposal: 30 Sep 2004

Commencement of negotiations: 01 Feb 2005

Definitization of contract: 31 Mar 2005

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the DISPUTES clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the LIMITATION OF GOVERNMENT LIABILITY clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of Clause)