

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES		
			J	1	11	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 30-Mar-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)		
6. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000	CODE W911RQ	7. ADMINISTERED BY (If other than item 6) LEOLA LIGGINS PHONE: 903-334-2330 FAX: 903-334-2541 LEOLA.LIGGINS@US.ARMY.MIL TEXARKANA TX 75507-5000		CODE	W911RQ	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BADGER TRUCK CENTER, INC JOHN MARK LEVERITT II 2326 W SAINT PAUL AVE MILWAUKEE WI 53233-2522			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X	10A. MOD. OF CONTRACT/ORDER NO. W911RQ-09-D-0006		
			X	10B. DATED (SEE ITEM 13) 17-Nov-2008		
CODE 06YZ5	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Ref email dated 10 & 17 Nov 09						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lthread1064 Contract W911RQ-09-D-0006 is modified as follows: Decreased CLIN 0001 quantity from 147 ea to 26 ea. CLIN 0001 decreased \$13,601,089.70. Added CLIN 0002 to include modification of rails, quantity of 121 kits at a unit price of \$120,205.70 per kit. Increased CLIN 1001 unit price from \$113,907.08 to \$121,707.08. Increased CLIN 2001 unit price from \$116,426.00 to \$124,226.00. Increased CLIN 3001 unit price from \$118,213.08 to \$126,013.08. Total Increase for CLIN 0002, 1001, 2001 and 3001: \$18,834,740.76 Revised Scope of Work Section: added 2. (o) and edited 3. (c) Exercise the 1st Option Year (1001). Period of Performance is 17 Nov 2009 thru 16 Nov 2010. New Order Total, Base and 1st Option Year: \$35,358,378.66 New Contract Total: \$72,143,523.42 See Summary of Changes. All other terms and conditions remain unchanged. 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) CHARLIE D. HARRIS, JR. / CONTRACTING OFFICER TEL: 903-334-2218 EMAIL: charlie.d.harris@us.army.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Charlie D Harris Jr</i> (Signature of Contracting Officer)		16C. DATE SIGNED 31-Mar-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$18,834,740.76 from \$16,523,637.90 to \$35,358,378.66.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from This is a requirements type contract, Base and three (3) Option Years, for the use by Red River Army Depot (RRAD) Only. This requirement is rated DO-A4. No guaranteed minimum or maximum quantities to be ordered for the disassembly of the M916 / M920 Truck Tractor Kits. Kits are to be provided in accordance with the Scope of Work (SOW), see Section C 52.000-4050 for SOW, and Certificate of Conformance (COC), Clause 52.246-15 contained in this solicitation. This contract will encompass a joint rebuild process between the contractor and RRAD. All vehicles provided to the contractor will be provided by US Army Reserve Command as Government Furnished Equipment (GFE) between USARC and the contractor. The Kits will be assembled, tested and delivered by the contractor in accordance with this statement of work (SOW). All work completed as part of the rebuild process must meet or exceed the requirements of USARC M916/ M920 SOW. The rebuild process is a performance oriented process. If allowed by USARC M916/ M920 SOW and after inspection by the contractor, an existing component is found to be functional and not requiring replacement or repair, the existing component will be reinstalled. Components that require replacement or repair 100% of the time are followed by the word Mandatory in the SOW. All filters will be replaced 100% and provided by the contractor. Since each vehicle may require somewhat different levels of remanufacturing minor variations in the Kits is acceptable; however, all items listed as mandatory are mandatory for every Kit. The COC is required with each shipment verifying the material conforms to the requirements of this contract. The resulting contract will contain DFARS Clause 252.211-7003, Item Identification and Valuation (June 2005). The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for All delivered items for which the Governments unit acquisition cost is \$5,000 or more or any other item identified in the solicitation. Offerors must allow a SITE VISIT to the facilities that will be used in the execution of this contract to verify the capacity to perform. Site visits will be conducted at no cost to the contractor. Period of Performance (POP) 12 months. DELIVERY: 60 DAYS AROFunds will be obligated by the issuance of Delivery Orders. PCN: Q01R5D CC: 5MA40POC: Morris Raulston 903-334-2908 or David Flenniken 903-334-4226. to This is a requirements type contract, Base and three (3) Option Years, for the use by Red River Army Depot (RRAD) Only. This requirement is rated DO-A4. No guaranteed minimum or maximum quantities to be ordered for the disassembly of the M916 / M920 Truck Tractor Kits. Kits are to be provided in accordance with the Scope of Work (SOW), see Section C 52.000-4050 for SOW, and Certificate of Conformance (COC). This contract will encompass a joint rebuild process between the contractor and RRAD. All vehicles provided to the contractor will be provided by US Army Reserve Command as Government Furnished Equipment (GFE) between USARC and the contractor. The Kits will be assembled, tested and delivered by the contractor in accordance with this statement of work (SOW). All work completed as part of the rebuild process must meet or exceed the requirements of USARC M916/ M920 SOW. The rebuild process is a performance oriented process. If allowed by USARC M916/ M920 SOW and after inspection by the contractor, an existing component is found to be functional and not requiring replacement or repair, the existing component will be reinstalled. Components that require replacement or repair 100% of the time are followed by the word Mandatory in the SOW. All filters will be replaced 100% and provided by the contractor. Since each vehicle may require somewhat different levels of remanufacturing minor variations in the Kits is acceptable; however, all items listed as mandatory are mandatory for every Kit. The COC is required with each shipment verifying the material conforms to the requirements of this contract. The resulting contract will contain DFARS Clause 252.211-7003, Item Identification and Valuation (June 2005). The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for All delivered items for which the Governments unit acquisition cost is \$5,000

or more or any other item identified in the solicitation. Period of Performance (POP) 12 months. DELIVERY: 60 DAYS ARO Funds will be obligated by the issuance of Delivery Orders. PCN: Q01R5D CC: 5MA40POC: Morris Raulston 903-334-2908 or Jason Kahler 903-334-4256..

The pricing detail quantity has decreased by 121.00 from 147.00 to 26.00.

The total cost of this line item has decreased by \$13,601,089.70 from \$16,523,637.90 to \$2,922,548.20.

CLIN 1001

The unit price amount has increased by \$7,800.00 from \$113,907.08 to \$121,707.08.

The option status has changed from Option to Option Exercised.

The total cost of this line item has increased by \$1,146,600.00 from \$16,744,340.76 to \$17,890,940.76.

CLIN 2001

The unit price amount has increased by \$7,800.00 from \$116,426.00 to \$124,226.00.

The total cost of this line item has increased by \$1,146,600.00 from \$17,114,622.00 to \$18,261,222.00.

CLIN 3001

The unit price amount has increased by \$7,800.00 from \$118,213.08 to \$126,013.08.

The total cost of this line item has increased by \$1,146,600.00 from \$17,377,322.76 to \$18,523,922.76.

CLIN 0002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	M916/ M920 TRUCK KITS FFP BASE YEAR	121	Kit	\$120,205.70	\$14,544,889.70

This requirement is rated DO-A4.

No guaranteed minimum or maximum quantities to be ordered for the disassembly of the M916 / M920 Truck Tractor Kits. Kits are to be provided in accordance with the Scope of Work (SOW), see Section C 52.000-4050 for SOW, and Certificate of Conformance (COC).

Period of Performance (POP) 12 months. DELIVERY: 60 DAYS ARO

Funds will be obligated by the issuance of Delivery Orders.

PCN: Q01R5D CC: 5MA40

POC: Morris Raulston 903-334-2908 or Jason Kahler 903-334-4256.

FOB: Destination

NSN: 2320-01-125-2640

MILSTRIP: A5MA4071840003

PURCHASE REQUEST NUMBER: A5MA4071840003

ESTIMATED
NET AMT

\$14,544,889.70

ACRN AA

\$0.00

CIN: 00000000000000000000000000000000

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

52.000-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

DOCUMENTS

LO 9-2320-273-12

TB 43-0209

TB 73-0213 (Rust)

TM 9-2320-273-10 (Change 3, Operators Manuals)

TM 9-2320-273-20 (Change 1, Organizational Manuals)

TM 9-2320-273-24P

TM 9-2320-273-34

TM 9-2815-225-34

TM 9-2610-200-14

TM 9-2610-200-24

NOTE – All items will/must be provided in strict accordance with SOW. Latest tech data revisions apply.

SCOPE OF WORK

1. General: This contract will encompass a joint rebuild process between the contractor and Red River Army Depot (RRAD). All vehicles provided to the contractor will be provided by US Army Reserve Command as Government Furnished Equipment (GFE) between USARC and the contractor. RRAD will purchase the disassembled trucks in the form of Kits from the successful contractor. The contractor will disassemble and rebuild the M916 or M920 vehicle components listed below. The components, called Kits, will be delivered to RRAD. The Kits will be assembled, tested and delivered by the contractor in accordance with this statement of work (SOW). All work completed as part of the rebuild process must meet or exceed the requirements of USARC M916/ M920 SOW. The rebuild process is a performance oriented process. If allowed by USARC M916/ M920 SOW and after inspection by the contractor, an existing component is found to be functional and not requiring replacement or repair, the existing component will be reinstalled. Components that require replacement or repair 100% of the time are followed by the word – “Mandatory” in the SOW. All filters will be replaced 100% and provided by the contractor. Since each vehicle may require somewhat different levels of remanufacturing minor variations in the Kits is acceptable; however, all items listed as mandatory are mandatory for every Kit.

2. Kits:

(a). Cab Kit:

- (1) Driver seat will be new. Seat to be same as 915A3 seat, NSN: 2540-01-442-6101, Part Number: 1239101002. (Mandatory).
- (2) Passenger seat must have been recovered, or replaced if unserviceable. (Mandatory)
- (3) Storage box must have been repaired, or replaced if unserviceable. (Mandatory)
- (4) Steering column, dash panel and main wiring harness, heater box, shift tower and all interior panels must have been removed from the kit. If excess the contractor should dispose of these items at no cost to RRAD.
- (5) Windshields, vent windows, door glass, and rear sliding window must have been removed. If new items are required, the contractor shall dispose of those removed at no cost to the depot.
- (6) Clearance lights, cab roof wiring harness, firewall insulation, air system valves accelerator pedal, foot switch for engine brake, headlight dimmer switch, and all fittings in fire wall must have been removed. Any items not reused will be disposed of by contractor.
- (7) Driver and passenger door must have been repaired to include repairing or replacing door latches and hinges, replacing any broken hardware as required, repairing or replacing window regulator. Doors must have been sand blasted and primed for paint. Doors will be completely functional as if new (zero miles zero hours).
- (8) Keys. Doors and ignition will be keyed alike and 3 sets of keys provided.
- (9) Any damaged section of cab must have been repaired or replaced prior to delivery. Dash sub frame structure is to be a Mandatory replacement part.
- (10) Cabs must be rust-proofed in accordance with TB 43-0213.
- (11) Cabs must have been sandblasted and primed for CARC paint to include cab mount supports **outside** of cab.
- (12) Install new supports for new drivers' seats. (Mandatory)
- (13) Apply Rhino lining (or similar coating) to the bottom of the cab, cab floor and back of cab to bottom of rear window. (Mandatory). If the offeror proposes a coating other than Rhino brand, descriptive literature must be provided for review and acceptance by the contracting officer prior with the offerors proposal. No other coating is acceptable without Government approval.
- (14) Dash panel will be provided with all gauges, dash panels, and the main wiring harness **replaced with** new (Mandatory). The cab will be complete ready for installation.
- (15) The Cab will be free of rust. (Mandatory)
- (16) There will be no damaged hardware. (Mandatory)
- (17) All switches and control valves will have been repaired or replaced and functioning as if new.
- (18) Windshield wiper motor, wiper transmission, connecting arms, washer bottle and pump will

- function as new. Dash panel must work as new (zero miles zero hour condition).
- (19) Rebuilt dash must have been installed in cab prior to delivery. (Mandatory)
 - (20) Steering wheels will have been replaced 100%. (Mandatory)
 - (21) Foot valves will have been replaced 100%. (Mandatory)
 - (22) Replace brake relay valve, trailer and service parking brake control valve low air buzzer and switch. (Mandatory)
 - (23) New air fittings and new insulation must have been installed in fire wall. (Mandatory).
 - (24) Heater control box, defroster motor, and control, cables will be repaired or replaced as well as ducting. Heater box will perform as new. (Mandatory)
 - (25) New cab roof harness (Mandatory), new cab clearance lights as required must have been installed. New interior panels must have been installed. (Mandatory)
 - (26) Dome lights and map lights must function as new.
 - (27) Mounting bracket and rotating beacon light must be repaired, added, or replaced.
 - (28) All gaskets will be new. (Mandatory)
 - (29) All seats, storage box, and all remaining interior cab parts will have been installed.
 - (30) All glass will be replaced with new. (Mandatory)
 - (31) Rebuilt doors will have been installed.
 - (32) Inspect and repair as required air horn and control valve with new air line.
 - (33) Steering column components will be functional as if new.
 - (34) Wiper arms will be functional and rust free as if new. Wiper blades will be new. (Mandatory)
 - (35) Defogger fans will be replaced with new. (Mandatory)
 - (36) Electrical and air systems must be tested prior to returning to RRAD and perform as required at time of delivery. (Mandatory)
 - (37) All mirrors will be provided by the contractor and installed on cab prior to retuning to RRAD. All mirrors will be free from defects at delivery.
 - (38) Manual Tachograph will be replaced with electronic Tachograph. (Mandatory)
 - (39) All data plates and labels will be replaced. (Mandatory)
 - (40) All electronic as well as all hardware for the operating of the vehicle utilizing the Allison SP4700 Transmission will be installed in the cab prior to the retuning to RRAD.

Upon completion all cabs will be functional as zero miles zero hour assemblies, ready for installation on the chassis at RRAD.

b. Allison Transmission kit:

- (1) This kit will consist of a New Allison SP4700 Automatic Transmission and all required transmission lines for installation at RRAD. The transmission will have been connected to the engine and delivered to RRAD. (Mandatory)
- (2) This kit will include all electronic parts and wiring necessary for the vehicle to function as new.
- (3) This kit will include all required hardware to mount and operate the vehicle.
- (4) This kit will include a coolant system necessary for the vehicle to operate as new.
- (5) Installation of the Allison SP4700 Automatic Transmission, and required parts to operate the vehicle as new, are not to alter the physical location of mating components in the power train system such as transfer case, engine, front axle, cab etc. Engineering documentation may be required prior to award for verification and approval of transmission installation.
- (6) Power Take Off will be supplied capable of providing vehicle performance as intended when vehicle was new. Customer must approve PTO prior to installation. (Mandatory)

c. Suspension Kit Front and Rear:

- (1) Front Suspension
 - (a) Will have been removed during disassembly of vehicle.
 - (b) Spring hangers will have been inspected and repaired or replaced as required by OEM standards.
 - (c) Spring connectors and pins will have been inspected and repaired or replaced as required by OEM standards.

- (d) Steering knuckles and spindles will have been inspected and repaired or replaced as required by OEM standards.
- (e) Front springs will be repaired or replaced as required by OEM Standards.
- (f) All tie rods **ends** will have been replaced 100%.
- (g) All rubber components will have been replaced 100%.
- (h) Axle and spring assembly will have been reinstalled on the frame.
- (i) Hubs will have been inspected and repaired or replaced as required by OEM standards.
- (j) Wheel bearings will have been replaced and packed with GAA grease. (Mandatory)
- (k) Hubs will have been assembled and installed on the axle using new wheel seals. (Mandatory) and new gasket and wheel cap (Mandatory). Bearing preload will have been set per OEM specifications.
- (l) If equipped, all shocks will be replaced with new. (Mandatory)
- (m) Drag link will be inspected and repaired or replaced as required, drag link boots will be replaced 100% (Mandatory)
- (n) Power steering assist ram will be resealed or replaced and reinstalled on the vehicle prior to returning to RRAD.

(2) Rear Suspension

- (a) Rear suspension will have been removed during disassembly of vehicle.
- (b) Spring hangers and pads will have been inspected and repaired or replaced as required by OEM specifications.
- (c) Rear spring assemblies will have been inspected and repaired or replaced as required by OEM specifications.
- (d) New U-bolts, washers, **overload bumpers** and bolts will have been used to install the rear suspension on the frame. (Mandatory)
- (e) Suspension will have been reinstalled and adjusted using OEM specifications.
- (f) Equalizer beams will have been removed; bushings replaced (Mandatory) and will have been reinstalled using new adapters in the axle mounting brackets.
- (g) Saddle caps will have been inspected and repaired or replaced as required by OEM standards.
- (h) Rear suspension and axles will have been reinstalled on frame using new flange frame bolts. (Mandatory)
- (i) If equipped, all shocks will be replaced with new. (Mandatory)

Front and rear suspension will be in zero miles zero hours condition upon completion of work prior to reinstallation of frame.

d. Engine Modification Kit and Dyno Test:

- (1) Engine will be visually inspected for defects prior to installation on dyno for testing.
 - (a) An engine oil sample will have been taken after warm up and at the end of Dyno test, tagged and identified to each specific engine. Engine oil sample will have been tested at an Army approved laboratory and the results will be provided as part of the engine kit. (Mandatory)
 - (b) Rod and main bearings will have been replaced 100%. (Mandatory)
 - (c) Starters will have been rebuilt or replaced with new 100%. (Mandatory)
 - (d) Engines will have new valve cover gaskets, oil pan gaskets, front and rear crank seals, new thermostats and gaskets, coolant lines, coolant shut off valve, and new drive belts (Mandatory) prior to installation on dyno for testing.
 - (e) Exhaust manifold expansion rings will have been replaced 100%.
 - (f) Oil and filter will be new for testing with an oil sample taken after testing. (Mandatory) Army Oil Analysis history should be with the vehicle when the Contractor receives it for disassembly. If available this history will be provided to Red River Army Depot as part of the engine kit. If no history is available the contractor will annotate the shipping document to indicate no history is included.
 - (g) Engine wiring harness will have been replaced with new. (Mandatory)
 - (h) Engine will perform as required by TM 9-2815-225-34. A record of dyno results

indicating test parameters and engine acceptable test results will be furnished with each engine kit with minimum horse power rating of 400 hp. Engines not meeting this spec will be repaired using OEM specification for repair. RRAD assumes that the contractor has been provided with a serviceable engine. If the contractor incurs expenses over and above those required by this SOW they may be presented to USARC for discussion and resolution. RRAD does not assume liability for these costs as this contract will be for a firm fixed price.

- (i) Sending units and switches will have been inspected and replaced as required per OEM specification with the exception that oil pressure sending and water temperature sending switches will have been replaced 100 %. (Mandatory)
- (j) Engine will be free from fluid leaks including but not limited to water pump, turbo, and oil cooler housing.
- (k) Engine will be mated to a **new Allison SP4700** transmission and mounted on stand when delivered to RRAD. (Mandatory)
- (l) Engine starter will be removed and rebuilt to OEM specifications or replaced. (Mandatory)
- (m) Repair or replace fan clutch per OEM standards.
- (n) Inspect power steering pump and repair or replace as required.
- (o) **Engine oil pressure will meet the minimum oil pressure standards as outlined in the TM. Reflect pressures on DYNO Run sheets.**

e. Rear Drive Kit:

- (1) Both Front drive axle and both rear differentials will have been removed and disassembled for inspection and repaired or replaced per OEM specification.
- (2) All seals and bearing will have been replaced. (Mandatory)
- (3) All thrust washers will have been replaced. (Mandatory)
- (4) All lock out units will have been disassembled and repaired or replaced per OEM specification.
- (5) Both front and rear differentials will resemble zero mile zero hour condition upon completion of inspection and overhaul, and reinstalled in axle housings. (Mandatory)
- (6) Axle shafts will have been inspected and replaced per OEM specifications.
- (7) Hub assemblies will have been removed, inspected and repaired or replaced per OEM specifications.
- (8) All torque rods will have been replaced 100%.
- (9) Wheel bearings will have been replaced. (Mandatory)
- (10) Wheel seals will have been replaced. (Mandatory)
- (11) Breathers will have been inspected and replaced per OEM specification.
- (12) Axle housings will have been inspected and repaired or replaced per OEM specifications.
- (13) Axle housings will have been reinstalled to frame prior to shipment to RRAD.
- (14) All u-joints will be replaced with new. (Mandatory)

f. Transfer case Kit:

- (1) Transfer case will be disassembled and rebuilt to OEM standards. (Mandatory)
- (2) All bearing will be replaced. (Mandatory)
- (3) All gaskets and seals will be replaced. (Mandatory)
- (4) Transfer case will be mounted **in frame** for delivery to RRAD
- (5) Oil cooler, and cooler lines for Transfer case will be repaired or replaced as required. All will be packaged for return to RRAD
- (6) All u-joints will be replaced as new. (Mandatory)

g. Complete brake Kit:

- (1) Front and rear brakes will have been inspected and repaired or replaced as required by OEM specifications.
- (2) Drums will have been resurfaced or replaced as required by OEM specifications. Mandatory
- (3) Brake shoes, springs, rollers, and pins will have been replaced 100%. Mandatory
- (4) "S" cam, tube, bushings, slack adjusters will have been inspected and replaced as required by

OEM specifications.

- (5) Brake chambers will have been replaced 100%. Mandatory
- (6) Brakes will have been reinstalled on axle prior to shipment to RRAD.
- (7) New color coded air line will be supplied to RRAD as kit to be used for frame reassembly. New safety valve, check valves, relay valve, tractor protection valve, proportioning valve, QR1 valves and T filling will also be included in kit. Mandatory
- (8) All air tanks will be replaced with new. (Mandatory)

h. 5th Wheel kit and roller kits:

- (1) 5th wheel assembly will have been removed during disassembly.
- (2) 5th wheel plate will have been removed from slide plate, cleaned and inspected and repaired or replaced as required by OEM specifications.
- (3) Locking jaws of each 5th wheel will receive the appropriate rebuild kit and have been reinstalled on the system. (Mandatory)
- (4) The slide plate (if equipped) will have been inspected and repaired or replaced as required by OEM specifications.
- (5) Slide lock cylinder (If equipped) will have been inspected and repaired or replaced as required by OEM specifications.
- (6) **If equipped**, air line for shift cylinder will have been replaced
- (7) 5th wheel will have been reassembled and reinstalled on frame using new flange frame bolts. (Mandatory)
- (8) Replace or repair 5th wheel ramps/slides as required.
- (9) Replace or repair roller as required.

i. Rear Winch Assembly Kit:

- (1) Replace winch with new winch, NSN 3950-01-329-9771. New winch will be mounted to the same platform as old winch. An approved winch must be determined by customer. (Mandatory)
- (2) Inspect and repair or replace as required oil reservoir. (Mandatory) **If oil reservoir is reused, internal strainer element must be cleaned and operating as new.**
- (3) Remove and repair or replace winch platform (Mandatory)
- (4) Remove and repair or replace winch control panel and controls. (Mandatory)
- (5) Package and prepare to ship all components to RRAD
- (6) Include all labels with kit for installation at RRAD
- (7) Internal hydraulic filter in reservoir will be serviced prior to returning to RRAD

j. Pusher Axle Kit:

- (1) Replace all controls and valves and bushings. (Mandatory)
- (2) Replace air bags. (Mandatory)
- (3) Replace all brake shoes and hardware. (Mandatory)
- (4) Reinstall on frame for shipment to RRAD (Mandatory)

k. Disassembly: All items mandatory. This kit is used to facilitate payment for the disassembly of the truck in order to rebuild and provide the kits. Items (5)-(8) would not normally be considered as disassembly; however, for the purposes of payment under this contract all pricing for these items is to be included in the disassembly charge.

Disassembly includes:

- (1) Perform functional inspection to determine proper operation of engine, engine brake, transmission, differential lock, service brakes, and parking brake. Inspect light systems, running lights, head lights, turn signals, clearance lights, brake lights, blackout lights, dash lights, warning lights, map lights, and dome light. Inspect operation of air horn, windshield wipers and washers; inspect 5th wheel slide and locking jaws to determine wear. Inspect driver and passenger doors latches, windows, rear window and guard, window defogger's fans; inspect steering system, pintle hook, hood support and catches, battery box and cover, gauges, dash panels. Testing method is up to the contractor provided the analysis is done to determine suitability of the truck at the time of receipt. Passenger seat operation and storage

box latches and doors.

- (2) Disassemble the vehicle so as to rebuild/repair/replace all parts necessary to build the kits described in this SOW.
- (3) Dispose of all fluids and waste in accordance with state and federal regulations.
- (4) Crate and ship all body parts and components required to reassemble the vehicle at RRAD.
- (5) Bumpers will have been replaced 100%.
- (6) Contractor will be required to match all tires and replacement will be required if tires have less than 3/8 tread wear. If required, new tires will be provided as GFE and installed by the contractor.
- (7) Sand blasting, priming and painting of frame, hubs and drums, pusher axle, winch platform, etc prior to shipment to RRAD.
- (8) Contractor will provide complete new wiring harnesses for each harness on the vehicle. The roof, main and engine harness were mentioned with each kit. The fender light harnesses and rear chassis harness are also to have been included with each vehicle.
- (9) Tire Requirement: IAW TM 9-2610-200-14 and IAW TM 9-2610-200-24
- (10) Battery boxes are to be repaired to like new condition or replaced as required.

3. Additional Requirements:

- (a) All assemblies will be shipped dry.
- (b) All freight of parts and assemblies including frame will be shipped FOB Destination.
- (c) Contractor will provide a bill of material for every kit provided on every vehicle worked. This kit will identify mandatory replacement parts, parts manufactured and proprietary to Contractor, as well as any other part used to complete the kits provided. **Starting with FY08 production, all Inner and outer frame rails will be replaced 100%.**
- (d) Contractor must provide on-site technical assistance during the assembly of the first two or three vehicles.
- (e) Contractor will provide rebuild data plates at no additional cost to the program for configuration control. Data plates will include National Stock Number, Serial Number, and any additional information that is included on the existing M916 or M920 vehicle data plate.
- (f) Warranty. Contractor will provide a one year warranty covering all remanufactured components. The transmission will carry this warranty as long as the radiator and external transmission cooler is replaced or flushed in accordance with OEM or Military Specification. Contractor warrants all work performed in accordance with this SOW. Warranty will include repair or replacement of defective items by the contractor at no cost to the Government.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 17-NOV-2008 TO 16-NOV-2009	N/A	RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 903-334-3818 FOB: Destination	W45G18
-----------------------------------	-----	--	--------

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 17-NOV-2008 TO 16-NOV-2009	N/A	RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 903-334-3818 FOB: Destination	W45G18

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

CLIN 0002:

Funding on CLIN 0002 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: Funds will be cited on each delivery order issued

Increase: \$0.00

Total: \$0.00

(End of Summary of Changes)