

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

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|   |                                |   |                                |
|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>P00011 | 3. Effective Date<br>2013FEB04 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

|  |                |  |                |
|--|----------------|--|----------------|
| 6. Issued By<br>U.S. ARMY CONTRACTING COMMAND<br>KATHY KESSLER<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br>EMAIL: KATHY.KESSLER@US.ARMY.MIL | Code<br>W56HZV | 7. Administered By (If other than Item 6)<br>DCMA CHICAGO<br>1523 WEST CENTRAL ROAD<br>BLDG 203<br>ARLINGTON HEIGHTS IL 60005-2451 | Code<br>S1403A |
|--|----------------|--|----------------|

|  |                                     |   |
|--|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>NAVISTAR DEFENSE LLC<br>2701 NAVISTAR DRIVE<br>LISLE, IL 60532-3637 | <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.<br>W56HZV-08-D-G097 |
|  | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2008MAY01                       |
| Code 338X5   | 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)**

NO CHANGE TO OBLIGATION DATA

**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:<br>The Contract/Order No. In Item 10A.  | The Changes Set Forth In Item 14 Are Made In |
| <input checked="" 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 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

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)<br>GREGORY J. TETTER<br>GREGORY.TETTER@US.ARMY.MIL (586)282-6304 |  |                               |
| 15B. Contractor/Offeror<br><br>(Signature of person authorized to sign) | 15C. Date Signed  | 16B. United States Of America<br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br>2013FEB04 |

|  |   |                           |
|--|---|---------------------------|
| <b>CONTINUATION SHEET</b>                                  | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-08-D-G097 <b>MOD/AMD</b> P00011 | <b>Page</b> 2 <b>of</b> 5 |
| <b>Name of Offeror or Contractor:</b> NAVISTAR DEFENSE LLC |   |                           |

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: KATHY KESSLER  
Buyer Office Symbol/Telephone Number: CCTA-HDB-N/(586)282-6856  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: B  
Contract Expiration Date: 2011DEC01  
Kind of Modification: Change Order/Funding Action/Administrative Change

\*\*\* End of Narrative A0000 \*\*\*

MODIFICATION P00011 IS A NO COST BI-LATERAL MODIFICATION IAW 43.103(A). THERE IS A NEW AGREEMENT BETWEEN THE CONTRACTOR AND U.S. GOVERNMENT TO CHANGE THE TERMS AND CONDITIONS OF THE VEHICLE WARRANTY START DATE.

1. THE 12-MONTH WARRANTY ON THE VEHICLES WERE TO START WHEN VEHICLES REACHED COUNTRY, HOWEVER, DO TO THE GOVERNMENTS INABILITY TO THRU PAKISTAN PORT, THE WARRANTY START DATE WILL BE MODIFIED TO READ:

EACH DELIVERY ORDER WITH VEHICLES THAT HAVE BEEN SHIPPED AND RECORDED IN WAWF, THE 12-MONTH VEHICLE WARRANTY WILL BEGIN 180 DAYS AFTER THE APPROVED DD250 WAS POSTED IN WAWF. NAVISTAR'S WARRANTY WILL THEN PROCEED AS WRITTEN, IN THE CONTRACT.

2. SECTION C.4.1 HAS BEEN REVISED TO CHANGE AT HAND-OFF TO 180 DAYS AFTER APPROVED DD250 AND THE DEFINITION OF APPROVED DD250.

3. ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT WILL REMAIN THE SAME AND IN FULL FORCE.

\*\*\* END OF NARRATIVE A0012 \*\*\*

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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-08-D-G097 <b>MOD/AMD</b> P00011 | <b>Page</b> 3 <b>of</b> 5 |
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**Name of Offeror or Contractor:** NAVISTAR DEFENSE LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD P00011

**Name of Offeror or Contractor:** NAVISTAR DEFENSE LLC

C.1 Statement of Work (SOW): This SOW clearly identifies the TACOM LCMC referred requirements necessary to support the Afghanistan and Iraq Security Forces (police and military), and other FMS Countries.

C.1.1 Hardware Specification (CLINs: 0011AA, 0012AA, 0013AA- General Transport Truck; CLINs: 0021AA, 0022AA, 0023AA - Petroleum/Oil/Lubricant Truck; CLINs: 0031AA, 0032AA, 0033AA - Water Truck; CLINs: 0041AA, 0042AA, 0043AA - Recovery Truck and CLINs: 0051AA, 0052AA, 0053AA - Hazardous Material Truck ): The Contractor shall provide a General Transport Truck (GTT), Petroleum/Oil/Lubricant Truck (POL), Water Truck, Recovery Truck and Hazardous Material Truck in accordance with the Specification (Attachment 0001). In addition to meeting the specification, the delivered General Transport Truck, Petroleum/Oil/Lubricant Truck, Water Truck, Recovery Truck and Hazardous Material Truck must comply with the Technical Information Questionnaire (Attachment 0002). All General Transport Trucks, Petroleum/Oil/Lubricant Trucks, Water Trucks, Recovery Trucks and Hazardous Material Trucks provided under this contract are expected to operate 36,000 miles per year.

C.1.1.1 One-Time Setup/Non-Recurring Tooling (CLIN 0081AC): The Contractor, if necessary for this contract, shall perform setup, including non-recurring tooling, for providing the General Transport Truck; Petroleum/Oil/Lubricant Truck; Water Truck; Recovery Truck and Hazardous Material Truck.

C.1.1.2 Security: For FOB Destination Iraq only, the Contractor shall be responsible for all security and transportation requirements for the equipment and its personnel until the time of acceptance in Iraq.

C.1.1.3 Dari Operator Manuals: For CLINs 0011AA, 0012AA 0013AA; 0021AA, 0022AA, 0023AA; 0031AA, 0032AA, 0033AA; 0041AA, 0042AA, 0043AA and 0051AA, 0052AA, 0053AA, when identified in the individual delivery orders to be marked for Afghanistan, each delivered General Transport Truck; Petroleum/Oil/Lubricant Truck; Water Truck; Recovery Truck and Hazardous Material Truck shall be overpacked with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Dari. Both manuals shall contain identical information.

C.1.1.4 Arabic Operator Manuals: For CLINs 0011AA, 0021AA, 0031AA; 0021AA, 0022AA, 0023AA; 0031AA, 0032AA, 0033AA; 0041AA, 0042AA, 0043AA and 0051AA, 0052AA, 0053AA, when identified in the individual delivery orders to be marked for Iraq, each delivered General Transport Truck; Petroleum/Oil/Lubricant Truck; Water Truck; Recovery Truck and Hazardous Material Truck shall be overpacked with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Arabic. Both manuals shall contain identical information.

C.1.2 Commercial Off-the Shelf (COTS) Operator Manuals and Supplemental Manuals:

C.1.2.1 Operator Manuals: The contractor shall deliver one (1) paper operator manual and one (1) digital operator manual in both English and the language specified in the delivery order, no later than initial vehicle shipment, to the address below, in accordance with CDRL A002, at no cost to the Government.

C.1.2.1.1 Additional Operator Manuals (CLIN 0091AA): The Contractor shall provide one paper operator manual and one digital operator manual in both English and the language specified in the delivery order.

C.1.2.2 Supplemental Manuals: The contractor shall deliver any/all AVAILABLE COTS supplemental manuals (those which contain technical information on the assembly, installation, operation, parts, and maintenance of the vehicle and/or components). Manuals shall be provided to the address below concurrent with the initial vehicle shipment, in accordance with CDRL A003, at no cost to the Government. The contractor shall include any copies already translated into Arabic or Dari, if available. Supplemental manuals shall be provided in paper and digital format.

The manuals shall be in the contractor's format.

The manuals shall be furnished to:

U.S. ARMY TACOM-LCMC  
Iraq/Afghanistan Intensive Management Office  
AMSTA-LC-GTNS, MS 101  
6501 E. 11 Mile Road  
Warren, MI 48397-5000

C.1.2.2.1 Additional Supplemental Manuals (CLIN 0101AA): The Contractor shall provide one paper supplemental manual and one digital supplemental manual in both English and the language specified in the delivery order.

C.1.3 Scheduled Service and Repair Parts (CLINs 0011BA, 0012BA, 0013BA, 0021BA, 0022BA, 0023BA, 0031BA, 0032BA, 0033BA, 0041BA, 0042BA, 0043BA 0051BA, 0052BA, 0053BA): The Contractor shall provide required Scheduled Service and Repair Parts in accordance with Exhibit B, D, F, H, J (FOB Origin) and Exhibit C, E, G, I, K (FOB Destination). The Scheduled Service and Repair Parts are required for scheduled and repair maintenance during a single year of usage at 36,000 miles per year in the climate, environment, and landscape of Afghanistan or Iraq.

C.2 Complete Assembly: At the point of acceptance, equipment must be fully assembled and in final configuration.

|                           |  |                    |
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**Name of Offeror or Contractor:** NAVISTAR DEFENSE LLC

C.3 Dealer Support in Southwest Asia: The Contractor must have an established dealer before contract award within the non-terrorist countries of Southwest Asia, and must maintain this established dealer during the life of the contract. Dealer support shall include, but not be limited to, warranty support, spare and repair parts support, and routine maintenance of the equipment.

C.4 Warranty

C.4.1 Material and Workmanship Warranty: The Contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months. The 12-month warranty will begin 180 days after an accepted DD250 in WAWF or after the General Transport Truck; Petroleum/Oil/Lubricant Truck; Water Truck; Recovery Truck and Hazardous Truck has been operated at 36,000 miles, whichever is earlier. This warranty covers all contract items, parts, and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of lubricants/fluids not recommended, normal maintenance, and scheduled service items such as filters, screens, fluids, windshield wipers, and brake shoes. In the event of a failure under this warranty, the Contractor shall provide the necessary parts and labor to make repairs within 72 hours of notification at a location in SWA designated by the U.S. Government.

The 12-month warranty begins 180 days after approved DD250. Approved means the Quality Assurance Representative (QAR) has inspected and accepted items to be shipped in WAWF. Notwithstanding inspection and acceptance by the U.S. Government of the end items and services provided under the contract, or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the General Transport Truck; Petroleum/Oil/Lubricant Truck; Water Truck; Recovery Truck and Hazardous Material Truck conforms to the performance and manufacturing requirements specifically delineated in this specification/contract and conforms to the performance requirements defined in this statement of work.

To the extent the Contractor's suppliers normally provide a commercial or trade practices warranty that exceeds the contract warranty, the Contractor shall pass the identical warranty to the Government of Afghanistan or Iraq. The Contractor shall provide a list of the warranted parts and assemblies to the Procuring Contracting Officer (PCO) 30 days after contract award. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the coverage and duration of the warranty. Actual copies of subcontractor/vendor warranties shall also be provided to the PCO no later than 60 days after contract award.

C.4.2 Warranty Administration: The Contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractor's suppliers. All remedies which the Government of Afghanistan or Iraq, may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty shall be included in the price of each item.

C.5 New Material: Only new material shall be provided.

C.6 Export License: For FOB Destination Iraq only, the Contractor shall obtain all export and other required licenses in order to perform under this contract and meet the delivery schedule set forth herein and under each order placed under the terms of this Requirements contract.

C.7 Safety: The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Afghanistan or Iraq, except where Federal Motor Vehicle Safety Standards (FMVSS) are required by the vehicle specification and the proposed contract.

C.8 Progress and Delivery Schedule Report: The Contractor shall provide to the U.S. Government a status report on the 1st of each month after contract award, in accordance with CDRL A001 (under Exhibit A). The report shall show the progress of production completion. The report shall include the Contract Number, Delivery Order Number, CLINS, and quantity of General Transport Truck; Petroleum/Oil/Lubricant Truck; Water Truck; Recovery Truck and Hazardous Truck produced.

\*\*\* END OF NARRATIVE C0001 \*\*\*