

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No.

P00049

3. Effective Date

2014MAY07

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
DEANNE MAZZOLA
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA CHICAGO
1523 WEST CENTRAL ROAD
BLDG 203
ARLINGTON HEIGHTS IL 60005-2451

Code

S1403A

EMAIL: DEANNE.M.MAZZOLA@US.ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

CATERPILLAR INC.
GOVERNMENTAL AND DEFENSE PRODUCTS
14009 OLD GALENA RD TC-A
MOSSVILLE, IL 61552-7547

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-08-D-0169

10B. Dated (See Item 13)

2008JUN06

Code 11083

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.**

- A. This Change Order is Issued Pursuant To: _____ 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 data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
- 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)	
		REYMUNDO MONCAYO REYMUNDO.MONCAYO@US.ARMY.MIL (586)282-3524	
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of America	16C. Date Signed
_____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2014MAY07

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Ft. Carson, CO

2.63%

d. Incorporate the following under Section F.7 Required Delivery Schedule:

The Contractor is authorized to increase production to the D7R T-9 Dozers at no cost to the Government. The monthly rate is as follows:

January 1, 2014 - December 31, 2014: 25 each per month

January 1, 2015 - December 31, 2015: 25 each per month

The ramp up to 25 each machines per month will began with serial number KNA00780.

2. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0047 ***

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SECTION E - INSPECTION AND ACCEPTANCE

E. 1 RESERVED

E. 2 RESERVED

E.3 Contractor Testing

The Contractor shall conduct tests and inspections in accordance with Section 4, Table 1 of the Purchase Description (PD). The Contractor shall submit a Contractor Test Report that shall include actual test data, record of inspections, certifications, and any other information necessary to prove that the Contractor's portion of the requirements established in Section 4, Table 1 of the PD have been met.

E.4 52.209-4 FIRST ARTICLE TESTING [ALTERNATIVE I (JAN 1997) AND ALTERNATIVE II (SEP 1989)]

(a) The Contractor shall deliver six (6) First Article Test (FAT) Dozers with armor kits: one (1) Type I Light T-5 Dozer, two (2) Type II Light T-5 Dozers, one (1) Type I Medium T-9 Dozer, and two (2) Type II Medium T-9 Dozers within 180 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the Contractor and accepted by the Government. Four units (CLINs 0001, 0002, 0003, and 0004) shall be delivered for testing to the following address:

Aberdeen Proving Ground
Transportation Office
Bldg. 507
Aberdeen Proving Ground, MD 21005-5059

The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 330 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article

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tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test, where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(k) The Government FAT report may be classified, requiring it to be handled in accordance with the Security Classification Guide.

[End of Clause]

E.5 Logistics Vehicle

The Contractor shall provide one (1) Type II Light T-5 Dozer and one (1) Type II Medium T-9 Dozer to their logistics' subContractor. The Dozers shall be used to verify supportability in a time-phased process using elements of technical manual verification (see C.6.5) and other associated logistics events (see C.G). The supportability elements that will be verified during this process are as follows:

- 1) Logistics Management Information (LMI)
- 2) Maintenance Concept
- 3) Manpower, Personnel & Training
- 4) Safety, Human Factors, Health Hazards & Survivability
- 5) Safety of operation and maintenance procedures
- 6) Compatibility of TMDE
- 7) Technical Manuals
- 8) Repair Parts and Special Tools List
- 9) Military Modifications

Upon completion of this process, the vehicle shall be refurbished and shipped as part of the production quantity in accordance with E.4.

E.6 Contractor Support Of Government Testing

The Contractor shall make available, a System Support Package (SSP) for use during the FAT. The SSP shall support the vehicles and shall include:

1. Commercial operator manuals that will be verified IAW E.5 above.
2. Spare and repair parts, and service items needed to perform periodic services for the duration of the test, and supplies for maintenance and operation.
3. Qualified technical personnel to support Government testing on an as needed It basis to provide advice, troubleshooting, maintenance assistance, and repair of the vehicle when requested by the Government. The Contractor must be at the test site within 24 hours of notification by the Government and without any additional cost to the Government.
4. Training of test personnel in accordance with C.6.6.3.
5. The Contractor shall replace any part which fails to perform its function during the test, and correct any deficiency detected. All costs for parts and labor are the Contractors responsibility. The Contractor shall provide parts and/or deficiency corrections within 24 hours of notification. If the Contractor does not provide parts or deficiency correction within 24 hours, the Contracting Officer has the right to stop the test until the Contractor completes the corrective action. The Contracting Officer also has the right to extend the approval or disapproval of the test and vehicle delivery schedule by a period equal to the delay caused by the Contractor's failure to provide parts or corrections, at no additional cost to the Government. If a test failure requires rescheduling the test, the Contractor is responsible for any cost incurred for the re-testing and the Government reserves the right to extend the time for approval of the first article test.

E.7 Corrective Action Responses (CARs) For Test Incident Reports (TIRs) Generated From Government Testing

During the course of our testing, the Government will generate TIRs and enter them into the VISION data base. The Contractor will be given read and write access to the VISION data base. The Government will send them to the Contractor electronically. The Contractor shall respond electronically within three days of receipt, either by entering their corrective action in VISION or by email to the responsible point of contact. The Contractor's response shall include its analysis of the incident and corrective action taken or proposed to prevent any recurrence of the incident. TIRs are classified by the test agency as critical, major, minor, and information. The Contractor shall respond to all critical, major, and minor incidents. The Contractor shall respond to informational incidents only

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upon Government request. The Government will provide all necessary electronic addresses. The Contractor shall deliver all CARs IAW CDRL A026.

E.8 FAT Vehicle Refurbishment

After successful FAT completion, the Contractor shall transport the FAT Dozers from the test site and the logistics subcontractors facility to its plant, at the Contractor's expense. The Contractor shall thoroughly inspect the Dozers and make whatever repairs are necessary to return the vehicles to like new condition. The refurbishment effort will not include any configuration changes required as a result of testing. These changes are the Contractor's responsibility pursuant to the Contractor Testing and Government First Article Testing provisions in paragraphs E.3-E.5.

After successful completion of all New Equipment Training (NET), the contractor shall transport 8ea FAT vehicles, serial numbers for T-5 Dozers: HMG0001, HMG0002, HMG0004 and HMG00005, and serial numbers for T-9 KNA00214, KNA00216, KNA00217 and KNA00254 from the NET site, at Camp Ravenna, OH, to the contractor's plant. The contractor shall thoroughly inspect the vehicles and submit a proposal to make whatever repairs are necessary to return the vehicle to like new condition. The vehicles being refurbished shall match the current configuration at time of refurbishment. The contractor will include the dozer shipment cost to final CONUS destination within refurbishment quote.

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.247-4457 LONG TERM CONTRACTS - FOB DESTINATION FOR TYPE I T-5 DOZER

For the purpose of offerors compiling FOB Destination offers, the final destination for the Type I T-5 Dozer with accompanying hardware (armor kits, arctic kits, etc.) will be one or more of the following destinations; in the following estimated percentages, if listed:

Schofield, HI	2.63%
Grafenwohr, Germany	2.63%
Ft. Lewis, WA	2.63%
Ft. Drum, NY	2.63%
Ft. Campbell, KY	2.63%
Ft. Knox, KY	2.63%
Post Falls, ID	2.63%
Madisonville, KY	2.63%
Laramie, WY	2.63%
Buffalo, NY	2.63%
Caribou, ME	2.63%
Albany, OR	2.63%
Dallas, TX	1.32%
La Plata, MD	2.63%
Norwich, CT	2.63%
Miles City, MT	2.63%
Cathage, MO	2.63%
Buckhannon, WV	2.63%
Lawrenceville, IL	2.63%
East Greenwich, RI	2.63%
Rockingham, NC	2.63%
Norwalk, OH	2.63%
Cedar Bluff, VA	2.63%
Gladstone, MI	2.63%
Indianapolis, IN	1.32%
Darlington, SC	2.63%
Tulsa, OK	2.63%
Guam	2.63%
Northfield, NJ	2.63%
Asheville, NC	2.63%
Spartanburg, SC	5.26%
York, SC	2.63%
Ft. Richardson, AK	2.63%
Ft. Bragg, NC	10.52%
Ft. Wain Wright, AK	2.64%
Warrier, Germany	5.26%
Charleston, SC; Goose Creek	5.26%
Wausau, WI; Ft. McCoy	2.64%
BRAGGS, OK	3.95%
GOOSECREEK, SC	1.32%
ITALY	2.63%
GREENVILLE, MS	1.32%
SPARTA, WI	1.32%
WASHINGTON, PA	1.32%
ANNVILLE, PA	1.32%
FORT DIX, NJ	2.63%
COLCHESTER, VT	1.32%
EAST LYME, CT	2.63%
FORT POLK, LA	1.32%
PINEVILLE, LA	1.32%
SAN MIGUEL, CA	1.32%
BLACKSTONE, VA	1.32%
FORT BLISS, TX	1.32%
GATESVILLE, TX	3.95%
Ft. Hood, TX	1.32%
Ft. Rucker, AL	2.63%
Ft. Carson, CO	2.63%

The Government may only direct the Contractor to ship the Dozers to the listed locations. If the Government wishes to ship the Dozers

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to a location not listed in this clause, the Government and the Contractor will negotiate a mutually agreeable price for this shipment. In the event that a mutually agreeable price cannot be negotiated within a reasonable period of time, the contracting officer may unilaterally determine the adjustment, subject to the disputes clause of the contract.

[End of Clause]

*** END OF NARRATIVE F0001 ***

F.2 52.247-4457 LONG TERM CONTRACTS - FOB DESTINATION FOR TYPE II T-5 DOZER

For the purpose of offerors compiling FOB Destination offers, the final destination for the Type II T-5 Dozer with accompanying hardware (armor kits, arctic kits, etc.) will be one or more of the following destinations; in the following estimated percentages, if listed:

Schofield, HI	2.63%
Grafenwohr, Germany	2.63%
Ft. Lewis, WA	2.63%
Ft. Drum, NY	2.63%
Ft. Campbell, KY	2.63%
Ft. Knox, KY	2.63%
Post Falls, ID	2.63%
Madisonville, KY	2.63%
Laramie, WY	2.63%
Buffalo, NY	2.63%
Caribou, ME	2.63%
Albany, OR	2.63%
Dallas, TX	1.32%
La Plata, MD	2.63%
Norwich, CT	2.63%
Miles City, MT	2.63%
Carthage, MO	2.63%
Buckhannon, WV	2.63%
Lawrenceville, IL	2.63%
East Greenwich, RI	2.63%
Rockingham, NC	2.63%
Norwalk, OH	2.63%
Cedar Bluff, VA	2.63%
Gladstone, MI	2.63%
Indianapolis, IN	1.32%
Darlington, SC	2.63%
Tulsa, OK	2.63%
Guam	2.63%
Northfield, NJ	2.63%
Asheville, NC	2.63%
Spartanburg, SC	5.26%
York, SC	2.63%
Ft. Richardson, AK	2.63%
Ft. Bragg, NC	10.52%
Ft. Wain Wright, AK	2.64%
Warrier, Germany	5.26%
Charleston, SC; Goose Creek	5.26%
Wausau, WI; Ft. McCoy	2.64%
BRAGGS, OK	3.95%
GOOSECREEK, SC	1.32%
ITALY	2.63%
GREENVILLE, MS	1.32%
SPARTA, WI	1.32%
WASHINGTON, PA	1.32%
ANNVILLE, PA	1.32%
FORT DIX, NJ	2.63%
COLCHESTER, VT	1.32%
EAST LYME, CT	2.63%
FORT POLK, LA	1.32%
PINEVILLE, LA	1.32%

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SAN MIGUEL, CA	1.32%
BLACKSTONE, VA	1.32%
FORT BLISS, TX	1.32%
GATESVILLE, TX	3.95%
Ft. Hood, TX	1.32%
Ft. Rucker, AL	2.63%
Ft. Carson, CO	2.63%

The Government may only direct the Contractor to ship the Dozers to the listed locations. If the Government wishes to ship the Dozers to a location not listed in this clause, the Government and the Contractor will negotiate a mutually agreeable price for this shipment. In the event that a mutually agreeable price cannot be negotiated within a reasonable period of time, the contracting officer may unilaterally determine the adjustment, subject to the disputes clause of the contract.

[End of Clause]

*** END OF NARRATIVE F0002 ***

F.7 Required Delivery Schedule.

a. The Contractor shall present to the Government six dozers with armor kits for First Article Test and two dozers for Logistics in accordance with Section B.

b. Delivery Schedule for Production Dozers:

1. For all delivery orders issued prior to Government approval of First Article Test (FAT), the Contractor shall deliver 180 days after FAT approval.

2. For any delivery order which is issued after the Government approval of FAT, deliveries shall start 180 days after the date the delivery order is issued if the Contractor has completed deliveries on all previous delivery orders. If the Contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order.

3. There are no quantity limitations as to the number of Delivery Orders the Government may issue over the term of this contract. However, unless otherwise agreed, the contractor will not be required to produce more than 10 Type I and II D6 Dozers total per month (i.e., 10 Type I OR 10 Type II OR any combination of Type I and Type II totaling 10) AND 20 Type I and II D7 Dozers total per month (i.e., 20 Type I OR 20 Type II OR any combination of Type I and Type II totaling 20) in any 30 day period.

The Contractor is authorized to increase production to the D7R T-9 Dozers at no cost to the Government. The monthly rate is as follows:

January 1, 2014 - December 31, 2014: 25 each per month
 January 1, 2015 - December 31, 2015: 25 each per month

The ramp up to 25 each machines per month will began with serial number KNA00780.

4. Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

F. 8 Storage of Dozers.

The Contractor shall provide a price per dozer per day, for storage or shipment in place of the dozers.

a. The Government may require the Contractor to store and maintain dozers that the Government has shipped in place. "Shipped in place" means the dozers remain at the Contractor's facility waiting for Government authorization to transport to the assigned destination. The Government has already inspected and conditionally accepted the dozers. This storage requirement applies for 180 days after acceptance of the first production dozers.

b. The Contractor shall receive a one-time payment for each dozer that is placed in storage. This payment includes a fixed amount for taking the dozer to the storage location, placing it in storage and includes any re-inspection that may be required during storage. It also includes a monthly storage fee. The Government will pro-rate the monthly storage fee for the dozers stored for any period less than a full month on a daily basis.

c. The Contractor shall maintain the dozers in accordance with its standard commercial procedures to preclude deterioration of the dozers and all of their components. The Contractor shall submit the procedures for storage to the PCO no later than 180 DAC and maintain a log for all dozers placed in storage. The log shall include: the dozer serial number, the date it was placed in storage, the dates maintenance and exercise are performed, deficiencies detected during the post-storage examination, and the date dozer is

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removed from storage. The Contractor shall make the log available to the Government upon request.

d. The Government may re-examine the stored dozers prior to shipment in accordance with Paragraph 4.1.3 of the PD and the Contractor shall perform the run-in tests in accordance with Paragraph 4.3.1 of the PD. The Government may perform a visual examination of the dozers for deterioration, damaged parts, and evidence of mechanical problems. The Contractor shall correct all deficiencies detected during the re-examination at its' own expense. The provision of the contract entitled "Government Property - Fixed Price" shall apply to this and all Government property while in possession of the Contractor.

e. The Contractor shall remove the dozers from storage and ship them in the same chronological order that they were placed in storage (i.e., first in, first out). Dozers shall be prepared for shipment at the level of preservation stipulated in the delivery order and developed in compliance with section C and Attachment 0010.

f. If the Contractor must store dozers because of its failure to provide timely and accurate logistic data and LMI requirements, or for any other reason that is not the Government's fault, the Contractor shall store the dozers at no cost to the Government. See H.11 entitled "Contractor Responsibility for Timely Delivery of Data."

F.9 Definition of DAC.

For all data and hardware deliverables, "Days after Contract Award (DAC)" applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if we issue a delivery order for a dozer six months after the basic contract is awarded; the FAT dozers and the associated data are due according to the timeframes established in the contract, starting at the date of the delivery order.

*** END OF NARRATIVE F0007 ***