

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00001	3. Effective Date 2013NOV14	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND TIMOTHY S. JACKSON WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: TIMOTHY.S.JACKSON3@US.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
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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	<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. W56HZV-13-C-0230
	<input type="checkbox"/>	10B. Dated (See Item 13) 2013JUL18
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.**

<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 43.103(a)(3)
<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) TRISH PIERCE TRISH.PIERCE@US.ARMY.MIL (586)282-8128	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013NOV14

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Name of Offeror or Contractor: CATERPILLAR INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: TIMOTHY S. JACKSON
 Buyer Office Symbol/Telephone Number: CCTA-HBF-C/(586)282-3525
 Type of Contract: Firm Fixed Price
 Kind of Contract: Research and Development Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

1. The purpose of modification P00001 to contract W56HZV-13-C-0230 is to make the following changes to the Statement of Work as a result of discussions held during the start of work meeting:

A. C.1.1 is changed FROM: If retesting due to a design flaw as a result of test failure, Caterpillar is also responsible for these shipping costs.
 TO: If retesting due to a design flaw as a result of test failure, Caterpillar is also responsible for the shipping costs including to the repair site(s) and back to testing locations listed herein.

B. C.2.3 is changed FROM: This shall include all modifications needed for full vehicle operation after a successful air drop.
 TO: This shall include all modifications with corresponding pictures and/or models needed for full vehicle operation after a successful air drop.

C. C.2.5 is amended to include: This shall include but is not limited to positioning of 120M Grader and components, parachute system and air drop platform.

D. C.2.8 is amended to include: All engineering failures shall be fixed and retested at the contractor's expense.

E. C.2.13 is amended to include: The contracting officer will make the final determination of fault after careful review of all events and circumstances leading up to the damages incurred is completed. If the Contracting officer deems that the contractor is at fault, the contractor may appeal that decision.

F. C.3.4 is changed FROM: Caterpillar shall deliver a final report based on Government feedback from the draft proposal, approximately 15 days after completion of Rigging Analysis. Final report shall include data on the final parachute suspension and tie-down provision locations.
 TO: Caterpillar shall deliver a final report based on Government feedback no later than 15 days after approval of the draft design proposal. Final report shall include data on the final parachute suspension and tie-down provision locations.

2. There are no other changes as a result of this modification; all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE: Caterpillar shall provide engineering support services for the Caterpillar 120M Motor Grader tie-down and parachute provision investigation. MIL-STD-814 compliance is required to allow for C-17 Low Velocity Air Drop (LVAD) of the standard 120M Motor Grader.

C.1.1 Caterpillar shall deliver to the Government a 120M Motor Grader with integrated parachute suspension and tie-down provisions conforming to MIL-STD-814. The parachute suspension and tie-down provisions shall withstand the stresses in the amount and direction of pull specified without weld failure or permanent deformation. The airdrop system configuration shall be consistent with the Governments final design approval. Caterpillar is responsible for shipping the system to Aberdeen Test Center, Natick, and Ft. Bragg for testing. If retesting due to a design flaw as a result of test failure, Caterpillar is also responsible for the shipping costs including to the repair site(s) and back to testing locations listed herein.

C.2 TASKS:

C.2.1- Caterpillar shall support the Start of Work (SoW) Meeting.

C.2.2- Caterpillar shall support multiple review meetings over teleconference with TACOM Construction Equipment/Material Handling Equipment Program Management (PM CE/MHE), Natick, Army Test and Evaluation Center (ATEC), and Tank Automotive Research Development and Engineering Center (TARDEC). Meeting frequency will depend on program status.

C.2.3- Caterpillar shall present the tie-down and parachute provision investigation modification package at the Preliminary Design Review (PDR). This shall include all modifications with corresponding pictures and/or models needed for full vehicle operation after a successful air drop. Follow up meetings shall be organized as needed.

C.2.4- Caterpillar shall present their final tie-down and parachute provision investigation modification package at the Critical Design Review (CDR). Follow up meetings shall be organized as needed.

C.2.5- Caterpillar shall present their recommended rigging configuration during the Rigging Analysis meeting. This shall include but is not limited to positioning of 120M Grader and components, parachute system and air drop platform. This will describe the vehicle configuration on the drop platform. Follow up meetings shall be organized as needed.

C.2.6- Caterpillar shall support all approved design changes that may result from the PDR, CDR, Rigging Analysis and follow up meetings with PM CE/MHE, Natick, ATEC, and TARDEC.

C.2.7- Caterpillar shall provide (2-day) on-site support at Aberdeen Test Center (ATC) for MIL-STD-814 testing on the parachute suspension and tie-down provisions. The parachute suspension and tie-down provisions shall conform to the requirements. Non-conformance will constitute failure of this test. Engineering failures shall be fixed and retested at the contractors expense.

C.2.8- Caterpillar shall provide (1-day) on-site support for the static drop, rig exercise, and roller load testing at the U.S. Army Natick Soldier RD&E Center in Natick, MA. Caterpillar support is needed to resolve any technical issues during static drop related to the system design. All engineering failures shall be fixed and retested at the contractor's expense.

C.2.9- Caterpillar shall make modifications to the 120M Motor Grader to obtain airdrop configuration.

C.2.10- Caterpillar shall ship the modified 120M Motor Grader to ATC for MIL-STD-814 testing on the parachute suspension and tie-down provisions.

C.2.11- Once ATC testing is complete Caterpillar shall ship the modified 120M Motor Grader to Natick for the static drop, rig exercise and roller load testing.

C.2.12- Once Natick testing is complete; Caterpillar shall ship the modified 120M Motor Grader to Fort Bragg for live drop testing.

C.2.13- Caterpillar shall repair any damages to the 120M Grader that occur prior to Government acceptance to include transport, handling, and delivery of the 120M Grader. Upon completion of each test, Caterpillar shall repair any damages to the 120M Grader caused by failure during lift, tie down, static drop, and live drop testing. Caterpillar will not be responsible for damage caused by Government negligence, vehicle rollover, or parachute malfunction. Fault will be derived for any situation where the cause of the damage is unclear on a case by case basis. The contracting officer will make the final determination of fault after careful review of all events and circumstances leading up to the damages incurred is completed. If the Contracting officer deems that the contractor is at fault, the contractor may appeal that decision. After testing is complete, the 120M Grader shall remain at Ft. Bragg as Government Property. Caterpillar shall provide a quote to refurbish the Grader to full operating condition at the end of the test program.

C.3 DELIVERABLES:

C.3.1- Caterpillar shall conduct a Start of Work meeting within 30 calendar days of contract award. The Start of Work meeting shall be held at a Government facility in Warren, MI. At the Start of Work Meeting, Caterpillar shall present a detailed work schedule and plan (to include deliverables and milestones). Caterpillar shall address risks and mitigating actions, and identify principal investigators. (CDRL A001)

C.3.2- Caterpillar shall deliver meeting minutes five days after the Start of Work Meeting, and five days after any subsequent meetings, (CDRL A002).

C.3.3- Caterpillar shall deliver a Draft Design Proposal approximately 15 days after completion of rigging analysis. This includes a proposed tie-down and parachute strategy for Government review (CDRL A003).

C.3.4- Caterpillar shall deliver a final report based on Government feedback no later than 15 days after approval of the draft design proposal. Final report shall include data on the final parachute suspension and tie-down provision locations (CDRL A004).

C.3.5- Caterpillar shall deliver a Rigging Analysis approximately 15 days after the CDR. This will describe the configuration of

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parachute slings and drop platform (CDRL A005).

C.3.6- Caterpillar shall support Government initiated design changes that may be a result of preliminary, final and follow up meetings with PM CE/MHE, NATICK, ATEC, and TARDEC. Caterpillar shall provide updates to designs and engineering analyses (CDRL A006).

C.4- PERIOD OF PERFORMANCE: The period of performance is approximately, fourteen (14) months from date of contract award.

C.5- TRAVEL: All Travel associated with this effort shall be proposed and conducted in accordance with government Joint Travel Regulations (JTR).

C.6- SECURITY: The security requirements for this task are: Not Classified

*** END OF NARRATIVE C0002 ***