AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
X	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	See Blk. 16C	See Block 14	

6. ISSUED BY CODE SPE8EC

DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (HEPP)
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Initiator: Michele Disk
PEPCDA7 Tel: 215-737-7278 FAX: 215-737-0396 Email: Michele.Disk@dla.mil

7. ADMINISTERED BY (If other than Item 6) CODE S1403A

DCMA CHICAGO
1623 WEST CENTRAL ROAD
ARLINGTON HEIGHTS IL 60005-2451
USA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CATERPILLAR INC. DBA CATERPILLAR
GOVERNMENTAL AND DEFENSE PRODUCTS
14009 OLD GALENA RD TC-A
MOSSVILLE IL 61552-7647
USA

CODE 11083 FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-13-D-0008
	10B. DATED (SEE ITEM 13) 2013 APR 22

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 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.

CHECK ONE	
	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 data, 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: FAR 52.216-2
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Sheet

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)
Leslie J. Paulson - General Manager	JUDITH HENRY

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	3/3/2016	(Signature of Contracting Officer)	3/3/2016

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

THE SCHEDULE OF ITEMS ON PAGE 5 OF MODIFICATION P00001 IS HEREBY REPLACED BY PAGE 3 OF THE SUBJECT MODIFICATION TO REFLECT THE ECONOMIC PRICE ADJUSTMENT OF EIGHTEEN ITEMS, THE NOMENCLATURE CHANGE OF EIGHT ITEMS, AND THE MANUFACTURING FACILITY CHANGE FOR TWO ITEMS.

1. IN ACCORDANCE WITH FAR 52.216-2 Economic Price Adjustment Standard Supplies (Jan 1997), THE SCHEDULE OF ITEMS ON PAGE 5 OF MODIFICATION P00001 IS HEREBY REPLACED BY PAGE 3 OF SUBJECT MODIFICATION TO REFLECT THE NEW PRICING.

2. THE FOLLOWING MODELS EXPERIENCED NOMENCLATURE CHANGES:

- TL642C HRC - NOMENCLATURE CHANGE TO TL642D
- TL642C LRC - NOMENCLATURE CHANGE TO TL642D
- TL943C HRC - NOMENCLATURE CHANGE TO TL943D
- TL943C LRC - NOMENCLATURE CHANGE TO TL943D
- TL1055C HRC - NOMENCLATURE CHANGE TO TL1055D
- TL1055C LRC - NOMENCLATURE CHANGE TO TL1055D
- TL1255C HRC - NOMENCLATURE CHANGE TO TL1255D
- TL1255C LRC - NOMENCLATURE CHANGE TO TL1255D

3. THE MANUFACTURING FACILITY HAS CHANGED FOR THE FOLLOWING TWO MODELS:

- Caterpillar Telehandler TH255C HRC and Caterpillar Telehandler THC255C LRC

CONTINUED ON NEXT PAGE

SCHEDULE OF ITEMS

Item #	Description of Item	Make/Model Number	[redacted]
1	Caterpillar Telehandler	TH255C HRC	
2	Caterpillar Telehandler	TH255C LRC	
3	Caterpillar Telehandler	TH406C HRC	
4	Caterpillar Telehandler	TH406C LRC	
5	Caterpillar Telehandler	TH407C HRC	
6	Caterpillar Telehandler	TH407C LRC	
7	Caterpillar Telehandler	TH414C LRC	
8	Caterpillar Telehandler	TH417C LRC	
9	Caterpillar Telehandler	TH514C HRC	
10	Caterpillar Telehandler	TH514C LRC	
11	Caterpillar Telehandler	TL642D HRC	
12	Caterpillar Telehandler	TL642D LRC	
13	Caterpillar Telehandler	TL943D HRC	
14	Caterpillar Telehandler	TL943D LRC	
15	Caterpillar Telehandler	TL1055D HRC	
16	Caterpillar Telehandler	TL1055D LRC	
17	Caterpillar Telehandler	TL1255D HRC	
18	Caterpillar Telehandler	TL1255D LRC	

Product Manufacturing Facilities - Telehandlers

NAME OF MANUFACTURER	DESCRIPTION OF ITEM	PRODUCT MANUFACTURING FACILITIES
CATERPILLAR INC. 11083	TH255C Telehandler TH255C LRC Telehandler TL642D Telehandler TL642D LRC Telehandler TL943D Telehandler TL943D LRC Telehandler TL1055D Telehandler TL1055D LRC Telehandler TL1255D Telehandler TL1255D LRC Telehandler	[redacted]
CATERPILLAR INC. 11083	TH406C Telehandler TH406C LRC Telehandler TH407C Telehandler TH407C LRC Telehandler TH414C LRC Telehandler TH417C LRC Telehandler TH514C Telehandler TH514C LRC Telehandler	[redacted]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
K	1		5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Blk. 16C	See Block 14	

6. ISSUED BY	CODE	SPE8EC	7. ADMINISTERED BY *(If other than Item 6)*	CODE	S1403A
DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (HEPP) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Aria GESSNER PEPCDEH Tel: 215-737-7252 FAX: 215-737-0396 Email: ARIA.GESSNER@DLA.MIL			DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451 USA		

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
CATERPILLAR INC. DBA CATERPILLAR GOVERNMENTAL AND DEFENSE PRODUCTS 14009 OLD GALENA RD TC-A MOSSVILLE IL 61552-7547 USA		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8EC-13-D-0008
		10B. DATED *(SEE ITEM 13)* 2013 APR 22
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 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.

CHECK ONE	
	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: FAR 52.216-2 & Add/Delete Language on Pgs 27-28 of SPM8EC-11-R-0001
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Continuation Sheet

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)*	
Chris Chadwick, General Manager		Louis Cooker, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 04 Dec 2014	16B. UNITED STATES OF AMERICA Louis Cooker *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/15/2014

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

THE SCHEDULE OF ITEMS ON PAGES 20-24 OF SUBJECT CONTRACT ARE HEREBY REPLACED BY PAGE 5 OF SUBJECT MODIFICATION TO REFLECT THE ADDITION OF 10 ITEMS, THE DELETION OF 72 ITEMS, THE ECONOMIC PRICE ADJUSTMENT OF EIGHT ITEMS, AND THE NOMENCLATURE CHANGE OF EIGHT ITEMS.

1. IN ACCORDANCE WITH THE ADDITION/DELETION OF ITEMS AS REFERENCED ON PAGES 27-28 OF SOLICITATION SPM8EC-11-R-0001, THE FOLLOWING MODELS ARE HEREBY ADDED:

•Caterpillar Telehandlers: TH255C LRC, TH406C LRC, TH407C LRC, TH414C LRC, TH417C LRC, TH514C LRC, TL642C LRC, TL943C LRC, TL1055C LRC and TL1255C LRC.

2. IN ACCORDANCE WITH THE ADDITION/DELETION OF ITEMS AS REFERENCED ON PAGES 27-28 OF SOLICITATION SPM8EC-11-R-0001, THE FOLLOWING MODELS ARE HEREBY DELETED:

•Caterpillar Telehandlers: TH414 (HRC version) and TH417 (HRC version).

•Caterpillar Three Wheel Electric Forklifts: 2ET2500, 2ET3000, 2ET3500, 2ET4000, 2ETC3000, and 2ETC3500.

•Caterpillar LP Gas Cushion Tire Forklifts: 2C3000, 2C3500, 2C4000, 2C5000, 2C5500, 2C6000, 2C6500, 2CC4000, GC35K, GC40K, GC40K STR, GC40K PRH STR, GC45K STR, GC45K SWB, GC45K PRH STR, GC55K, GC55K STR, GC55K PRH STR, GC60K, GC70K, GC70K STR, GC70K PRH, and GC70K PRH STR.

•Caterpillar Internal Combustion Pneumatic Forklifts: 2P3000, 2P3500, 2P4000, 2P5000, 2P5500, 2P6000, 2P6500, 2P7000, 2PC4000, 2PD4000, 2PD5000, 2PD5500, 2PD6000, 2PD6500, 2PD7000, P8000, P9000, P10000, P11000, P12000, PD8000, PD9000, PD10000, PD11000, and PD12000.

•Caterpillar Diesel Pneumatic Tire Forklift: DP70E1, P17500D, P22000D, P26500D, P30000D, P33000D, and P36000D.

•Caterpillar Electric Cushion Tire Forklifts: E3000, E3500, E4000, E5000, E5500, E6000, E6500, EC4000, and EX5000.

3. IN ACCORDANCE WITH FAR 52.216-2 Economic Price Adjustment Standard Supplies (Jan 1997), THE SCHEDULE OF ITEMS ON PAGES 20-24 OF SUBJECT CONTRACT ARE HEREBY REPLACED BY PAGE 5 OF SUBJECT MODIFICATION TO REFLECT THE NEW PRICING.

4. THE FOLLOWING MODELS EXPERIENCED NOMENCLATURE CHANGES:

•Caterpillar Telehandler TH255 to TH255C HRC
•Caterpillar Telehandler TH406C to TH406C HRC
•Caterpillar Telehandler TH407C to TH407C HRC
•Caterpillar Telehandler TH514 to TH514C HRC
•Caterpillar Telehandler TL642C to TL642C HRC
•Caterpillar Telehandler TL943C to TL943C HRC
•Caterpillar Telehandler TL1055C to TL1055C HRC
•Caterpillar Telehandler TL1255C to TL1255C HRC

CONTINUED ON NEXT PAGE

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

PID Data - Custom Clause

Insert (copy and paste) text for – PID information here

Item #	Description of Item	Make/Model Number	[redacted]
1	Caterpillar Telehandler	TH255C HRC	
2	Caterpillar Telehandler	TH255C LRC	
3	Caterpillar Telehandler	TH406C HRC	
4	Caterpillar Telehandler	TH406C LRC	
5	Caterpillar Telehandler	TH407C HRC	
6	Caterpillar Telehandler	TH407C LRC	
7	Caterpillar Telehandler	TH414C LRC	
8	Caterpillar Telehandler	TH417C LRC	
9	Caterpillar Telehandler	TH514C HRC	
10	Caterpillar Telehandler	TH514C LRC	
11	Caterpillar Telehandler	TL642C HRC	
12	Caterpillar Telehandler	TL642C LRC	
13	Caterpillar Telehandler	TL943C HRC	
14	Caterpillar Telehandler	TL943C LRC	
15	Caterpillar Telehandler	TL1055C HRC	
16	Caterpillar Telehandler	TL1055C LRC	
17	Caterpillar Telehandler	TL1255C HRC	
18	Caterpillar Telehandler	TL1255C LRC	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

			1. REQUISITION NUMBER IQC10258009012	PAGE 1 OF 24
2. CONTRACT NO. SPE8EC-13-D-0008	3. AWARD/EFFECTIVE DATE 2013 APR. 22	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM8EC-11-R-0001	6. SOLICITATION ISSUE DATE 08/01/2011
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Aria Gessner		b. TELEPHONE NUMBER (No collect calls) 215-737-7252	8. OFFER DUE DATE/ LOCAL TIME 08/30/2011

9. ISSUED BY CODE SPE8EC
DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (SUPPLY CHAIN)
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5096

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8 (A)
NAICS: 333924
SIZE STANDARD: 750

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS [redacted]

[X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING To Be Shown On Each Order

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE
TO BE SHOWN ON EACH ORDER

16. ADMINISTERED BY CODE S1403A
DCMA CHICAGO, 1523 WEST CENTRAL ROAD, BLDG. 203, ARLINGTON HEIGHTS, IL 60005-2451

17a. CONTRACTOR/ OFFEROR CODE 11083 FACILITY CODE
Caterpillar Inc Defense & Federal Products
PO Box 470
Mossville, IL 61552
TELEPHONE NO. 309-494-5621

18a. PAYMENT WILL BE MADE BY CODE SL4701
DFAS BVD (SL4701)
P.O. BOX 369031
COLUMBUS, OH 43236-9031

[X] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE PAGE 5

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGES 20-24				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
TO BE SHOWN ON EACH ORDER

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* 633,000,000 ESTIMATE

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[X] 29. AWARD OF CONTRACT: REF. Caterpillar's OFFER DATED 08/29/2011. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: MHE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Louis Cooker

30b. NAME AND TITLE OF SIGNER *(Type or print)*
Paul J. Clark
General Manager

30c. DATE SIGNED 4/22/13

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
LOUIS COOKER

31c. DATE SIGNED 4/22/2013

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

Caterpillar Inc.

1) CONTRACT AWARD

a. This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions that were approved and accepted by the Government, under Request for Proposal (RFP) SPM8EC-11-R-0001, as amended by Amendments 0001, 0002, 0003 and 0004. It is an Indefinite Delivery/Requirements Contract under which the Contractor shall function as a supplier for Material Handling Equipment.

b. Performance under this contract shall be governed by the Statement of Work (SOW) and terms and conditions of RFP SPM8EC-11-R-0001, as amended, and, the following terms and conditions negotiated prior to award that were acceptable to both the Contractor and the Government.

c. The overseas preservation/packaging and additional commercial manual set pricing elements included in the solicitation are both hereby deleted from the basic contract. In the event that these requirements are applicable to a particular Request for Quotations (RFQs), they will be considered and competed upon the issuance of RFQs.
The contractor was advised via e-mail on 07 December 2012 of the change.

d. DLAD 52.246-9008 Inspection and Acceptance at Origin (Aug 2007) which was completed by Caterpillar Inc. and returned to DLA Troop Support on 09 January 2013 is hereby incorporated into the contract.

e. FAR 52.204-99, System for Award Management Registration (AUG 2012) no longer applies and will therefore not be incorporated into the contract. The following clauses that were included in the solicitation apply: FAR 52.204-7 Central Contractor Registration (DEC 2012) and DFARS 252.204-7004, Alternate A, Central Contractor Registration (FEB 2013), however, please note that the dates have changed. These clauses are incorporated by reference on page 5. FAR 52.204-13, Central Contractor Registration Maintenance (DEC 2012) is hereby incorporated into the contract and is also incorporated by reference on page 5.

f. The product base list unit prices set forth in the contractor's final proposal revision dated 13 February 2013 are applicable to the items specified in this contract and are shown on pages 20-24 of this contract.
The attachments/optional features (options) and volume discounts for all items are also shown on pages 20-24 of this contract.
The proposed product base list unit prices are from Caterpillar's [redacted] Commercial Price List.

g. Caterpillar's Commercial Subcontracting plan which was approved by the United States Marine Corps on 5 March 2013 is valid through 31 December 2013.

h. **CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010)**

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out.
A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract, the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

Note: FAR clause 52.203-13 – Contractor Code of Business Ethics and Conduct is incorporated by reference on page 11 of this contract.

2) CONTRACT PERIOD

Any supplies to be furnished under this contract shall be ordered by issuance of delivery orders by DLA Troop Support. The ordering period shall commence on the date of award/contract and shall continue for five (5) calendar years after the effective date of the award/contract.

The "Total Award Amount" listed in block twenty six (26) on page one (1) of this contract ($633,000,000.00) is the estimated value of the five (5) year contract and represents the combined estimated 5 year value of all the Material Handling Equipment contracts to be awarded under SPM8EC-11-R-0001, not this contract alone. The maximum dollar value that may be obligated against the contract throughout the five (5) year contract period is $925,000,000.00.

3) DELIVERY ORDER LIMITATIONS

(a) **Minimum Order:** When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) **Maximum Order:** The Contractor is not obligated to honor -

(1) Any order for a single item is excess of $100,000,000.00

(2) Any order for a combination of items in excess of $100,000,000.00; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitations in subparagraph (b)(1) or (b)(2) of this section.

(c)The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty (30) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4) CONTRACT UNIT PRICES

(a)The product base list unit prices set forth in the contractor's final proposal revision dated 13 February 2013 are applicable to the items specified in this contract and are shown on pages 20-24 of this contract.
The attachments/optional features (options) and volume discounts for all items are also shown on pages 20-24 of this contract.
The proposed product base list unit prices are from Caterpillar's [redacted] Commercial Price List.

(b) Additions to the above items. The unit prices and initial delivery schedules for any item(s) added to the initial list of contract items shall be established based on negotiations between the Government and the Contractor. The unit prices must be determined fair and reasonable by the Contracting Officer prior to addition to the contract.

5) PAYMENT

a. Terms. Payment terms are [redacted]

b. Prompt Payment Procedures apply.

c. Remittance Address: The Contractor's remittance address is as follows: (Please include customer code and invoice number)

Send check c/o: Caterpillar Inc.
JPMorgan
Lock Box [redacted]
131 S. Dearborn
6th Floor
Chicago, IL 60603

Wire c/o: Caterpillar Inc.
JPMorgan
Chase-Manhattan Bank
New York, NY
Acct. # [redacted]
Cable: CHAMANBANK, NY

6) CONTRACT ADMINISTRATION: Administration of the contract is the responsibility of the Defense Contract Management Agency (DCMA) Chicago, in Arlington Heights, IL.

ADDENDUM TO FAR 52.212-4

FAR 52.204-7 - Central Contractor Registration (DEC 2012)
FAR 52.204-13 - Central Contractor Registration Maintenance (DEC 2012)
DFARS 252.204-7004 - Alternate A, Central Contractor Registration (FEB 2013)

TIME OF DELIVERY – F.O.B. POINT

(a) Time of Delivery
With respect to each delivery order issued under this contract, the contractor shall make delivery within the number of days specified on pages 20-24 of this contract for the applicable line item after the date of order, unless the contractor agrees to a different delivery requirement for a particular delivery order.

(b) F.O.B. Point
[ ] With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Origin.
[X] With respect to all contract line items this contract is awarded on the basis of delivery F.O.B. Destination.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION ACCEPTANCE AND SHIPPING POINT

(a) Place of Performance:

[X] (1) Items will be manufactured at the following location:

ITEM	PLANT NAME AND ADDRESS
TH255	[redacted]
TH414	
TH417	
TH514	
TH406C	
TH407C	
TL642C	
TL943C	
TL1055C	
TL1255C	
P17500D	
P22000D	
P26500D	
P30000D	
P33000D	
P36000D	
2ET2500	
2ETC3000	
2ET3000	
2ETC3500	
2ET3500	
2ET4000	
2C3000	
2C3500	
2CC4000	
2C4000	
2C5000	
2C5500	
2C6000	
2C6500	
GC35K	
GC40K	
GC40K STR	
GC40K PRH STR	
GC45K SWB	
GC45K STR	
GC45K PRH STR	

[redacted]

GC55K
GC55K STR
GC55K PRH STR
GC60K
GC70K
GC70K STR
GC70K PRH
GC70K PRH STR
2P3000
2P3500
2PC4000
2P4000
2PD4000
2P5000
2PD5000
2P5500
2PD5500
2P6000
2PD6000
2P6500
2PD6500
2P7000
2PD7000
P8000
PD8000
P9000
PD9000
P10000
PD10000
P11000
PD11000
P12000
PD12000
DP70E1
E3000
E3500
EC4000
E4000
E5000
EX5000
E5500
E6000
E6500

[ ] (2) Items will be furnished from stock. Manufacturer (not dealer) is as follows:

(b) Place of Packaging, Packing and Marking:

[X] (1) Same as shown in a(1) above.

[ ] (2) As shown below: in c(1)

(c) Place of Government Inspection:

[X] (1) Material inspection, except as may be indicated in c(2), will be made at the following locations:

ITEM	PLANT NAME AND ADDRESS	GOVERNMENT INSPECTION OFFICE
TH255	[redacted]	DCMA PHILADELPHIA
TH414 TH417 TH514 TH406C TH407C		DCMA NORTHERN EUROPE (UK)
TL642C TL943C TL1055C TL1255C		DCMA PHILADELPHIA
P17500D P22000D P26500D P30000D P33000D P36000D	[redacted]	DCMA JAPAN
2ET2500 2ETC3000 2ET3000 2ETC3500 2ET3500 2ET4000	[redacted]	DCMA SOUTHERN EUROPE (GERMANY)

2C3000
2C3500
2CC4000
2C4000
2C5000
2C5500
2C6000
2C6500
GC35K
GC40K
GC40K STR
GC40K PRH STR
GC45K SWB
GC45K STR
GC45K PRH STR
GC55K
GC55K STR
GC55K PRH STR
GC60K
GC70K
GC70K STR
GC70K PRH
GC70K PRH STR
2P3000
2P3500
2PC4000
2P4000
2PD4000
2P5000
2PD5000
2P5500
2PD5500
2P6000
2PD6000
2P6500
2PD6500
2P7000
2PD7000
P8000
PD8000
P9000
PD9000
P10000
PD10000
P11000
PD11000
P12000

[redacted] DCMA DALLAS

PD12000
DP70E1
E3000
E3500
EC4000
E4000
E5000
EX5000
E5500
E6000
E6500

[redacted] DCMA DALLAS

[ ] (2) Packaging, Packing and Marking inspection (if other than c(1) above) will be made at the following location:

ITEM PLANT NAME AND ADDRESS GOVERNMENT INSPECTION OFFICE

[ ] (3) At destination

(d) Place of Acceptance:

[X] (1) At the plant shown and by the Government Inspection Office shown in c(1) above.

[ ] (2) At the plant shown and by the Government Inspection Office shown in c(2) above.

[ ] (3) At destination by the receiving authority.

(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY. Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.
[ ] (1) Same as shown in a(1) above.
[ ] (2) As shown below:

NOTE: Any change to the above Place of Performance, Inspection and Acceptance must be approved in writing by the Contracting Officer.

[redacted]

[redacted]

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JANUARY 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g))

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g))

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L., 108-77,108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer shall check as appropriate.]

__X__ **(1) 52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__X__ **(2) 52.203-13**, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

___ **(3) 52.203-15**, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section

1553 of Pub. L. 111- 5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ **(4) 52.204-10** Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub L. 109-282) (31 U.S.C. 6101 note).

___ **(5) 52.204-11**, American Recovery and Reinvestment Act - Reporting Requirements (JUL 2010) (Pub. L. 111-5). Applies to contracts funded under the Act.

X **(6) 52.209-6,** Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31U.S.C. 6101 note).

_X_ **(7) 52.209-9,** Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

_X_ **(8) 52.209-10,** Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub.L. 110-61)

___ **(9) 52.219-3**, Notice of Total HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

_X_ **(10) 52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)

___ **(11)** [Reserved]

___ **(12)** (i) **52.219-6,** Notice of Total Small Business Set-Aside NOV 2011) (15U.S.C.644).

___ (ii) Alternate I (NOV 2011)

___ (iii) Alternate II (NOV 2011)

__ **(13)** (i) **52.219-7,** Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7

___ (iii) Alternate II (MAR 2004) of 52.219-7.

_X_ **(14) 52.219-8**, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(4)).

_X_ **(15)** (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal;generally, this Alternate should be included.*
Add Alternate III for actions not reported in FPDS.]

___ (ii) Alternate I (OCT 2001) of 52.219-9.

_X_ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JULY 2010) of 52.219-9.

___ **(16) 52.219-13,** Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r))

___ **(17) 52.219-14**, Limitations on Subcontracting (DEC 1996) (15

U.S.C. 637(a)(14)).

_X_ **(18) 52.219-16**, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[Paragraph 19 is not applicable to DoD contracts and has been deleted. Paragraphs 20 and 21 are not applicable to DoD contracts at this time.]

___ **(20) 52.219-25,** Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ **(21) 52.219-26,** Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ **(22) 52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f)

_X_ **(23) 52.219-28,** Post Award Small Business Program Rerepresentation (APRIL 2012) (15 U.S.C. 632(a)(2)).

___ **(24) 52.219-29,** Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012)

___ **(25) 52.219-30,** Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012)

_X_ **(26) 52.222-3,** Convict Labor (JUNE 2003) (E.O. 11755).

_X_ **(27) 52.222-19,** Child Labor - Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

_X_ **(28) 52.222-21,** Prohibition of Segregated Facilities (FEB 1999).

_X_ **(29) 52.222-26,** Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ **(30) 52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

_X_ **(31) 52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_X_ **(32) 52.222-37**, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

_X_ **(33) 52.222-40.** Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)

___ **(34) 52.222-54**, Employment Eligibility Verification (JUL 2012) (Executive Order 12989) (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ **(35)(i) 52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

___ **(36) 52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ **(37) (i) 52.223-16**, IEEE 1680 Standard for the Environmental

Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
(ii) Alternate I (DEC 2007) of 52.223-16
_X_ **(38) 52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving AUG 2011)(E.O. 13513)

[Paragraphs (39) - (41) are not applicable to DoD contracts and have been deleted.]

_X_ **(42) 52.225-13**, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
____ **(43) 52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
____ **(44) 52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
___ **(45) 52.232-29,** Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
___ **(46) 52.232-30,** Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
_X_ **(47)52.232-33,** Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
___ **(48) 52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
___ **(49)52.232-36**, Payment by Third Party (FEB 2010)(31 U.S.C. 3332.)
___ **(50) 52.239-1,** Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

[Paragraph (51) is not applicable to DoD contracts and has been deleted.]

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ **(1) 52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
___ **(2) 52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
___ **(3) 52.222-43**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351,*et seq.*).
___ **(4) 52.222-44**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ **(5) 52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, *et. seq.*).

___ **(6) 52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et. seq.*)

___ **(7) 52.222-17**, Nondisplacement of Qualified Workers (JAN 2013)(E.O. 13495)

___ **(8) 52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247)

___ **(9) 52.237-11**, Accepting and Dispensing of $1 Coin (SEPT 2008) (31 U.S.C. 5112 (p)(1))

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

(ii) **52.219-8,** Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting

opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds $650,000 ($1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **52.211-17,** Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flowdown required in accordance with Paragraph (1) of FAR 52.222-17.

(iv) **52.222-26**, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) **52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212);

(vi) **52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010)(29U.S.C.793);

(vii) **52.222-40,** Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flowdown required in accordance with Paragraph (f) of FAR 52.222-40.

(viii) **52.222-41,** Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351,*et seq.)*

(ix) **52.222-50**, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C 7104 (g))

(x) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C.351, *et.seq.*)

(xi) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et. seq.*)

(xii) **52.222-54**, Employment Eligibility Verification (JUL 2012)

(xiii) **52.226-6**, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with Paragraph (e) of FAR 52.226-6.

[Paragraph (xiv) is not applicable to DoD contracts and has been deleted.]

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[If the acquisition uses American Recovery and Reinvestment Act funds, ALT II (OCT 2010) of FAR 52.212-5 applies.]

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (FEB 2013)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation
(FAR) clause which, if checked, is included in the contract by reference to implement a
provision of law applicable to acquisitions of commercial items or components.

_X_52.203-3, Gratuities (APR 1984) (10 U. S. C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) _X_ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)(Section 847 of Pub. L. 110-81)

(2) _X_ 252. 203-7003, Agency Office of the Inspector General (Apr 2012) (Section 6101 of Pub.L. 110-252, 41 U.S.C. 3509 note)

(3) _X_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416)

(4) _X_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (June 2012) (15 U.S.C. 637)

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (Jan 2011)(15 U.S.C. 637 note)

(6) (i)___ **252.225-7001,** Buy American and Balance of Payment Program (Dec 2012)(41 U.S.C. Chapter 83, E.O. 10582)

(ii)___ Alternate I (Oct 2011) of 252.225-7001

(7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b)

(8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2012) (10 U.S.C. 2533b)

(9) ___ 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U. S. C. 2533a)

(10) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a). *[If checked, the full text of the clause will be included in the solicitation]*

(11) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (June 2011) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) ___ 252.225-7017, Photovoltaic Devices (Dec 2012) (Section 846 of Pub. L. 111-38)

(13) (i)_X_ 252.225-7021, Trade Agreements (Dec 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)

(ii) ___ Alternate I (Oct 2011) of 252.225-7021

(iii) ___ Alternate II (Oct 2011) of 252.225-7021

(14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C.2779) (Insert_____ in paragraph (b)(1))

(15) _X_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).

(16)(i) ___ 252.225-7036, Buy American--Free Trade Agreements--Balance of Payments Program (Dec 2012) (41 U.S.C.Chapter 83 and 19 U.S.C. 3301 note)

(ii) ___ Alternate I (June 2012) of 252.225-7036

(iii) ___ Alternate II (Nov 2012) of 252.225-7036

(iv) ____ Alternate III (June 2012) of 252.225-7036

(v) ____ Alternate IV (Nov 2012) of 252.225-7036

(vi) _____ Alternate V (Nov 2012) of 252.225-7036

(17) ___**252.225-7038,** Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))

(18) ___ **252.225-7039,** Contractors Performing Private Security Functions (June 2012) (Section 862 of Pub.L 110-181, as amended by Section 853 of Pub.L. 10-417 and Sections 831 and 832 of Pub.L.111-383)

(19) _X__**252.226-7001,** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)
(Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) __ **252.227-7013,** Rights in Technical Data - Noncommercial Items (Feb 2012), if applicable (see 227.7103-6(a))

(21) _X__**252.227-7015,** Technical Data -- Commercial Items (Dec 2011)(10 U.S.C. 2320).

(22) _X_**252.227-7037,** Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c)

(23) _X__**252.232-7003,** Electronic Submission of Payment Requests (Mar 2008)(10 U.S.C. 2227)

(24) ___ **252.237-7010,** Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub. L. 111-84)

(25) ___**252.237-7019,** Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) _X__**252.243-7002,** Requests for Equitable Adjustment (Dec 2012)(10 U.S.C. 2410).

(27) ___**252.246-7004,** Safety of Facilities, Infrastructure, and Equipment for Military Operations (Oct 2010) (Section 807 of Public Law 111-84)

(28) ___ **252.247-7003,** Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110-417)

(29)(i) _X__**252.247-7023,** Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

(ii) ___ Alternate I (Mar 2000) of 252.247-7023.

(iii) ___ Alternate II (Mar 2000) of 252.247-7023.

(iv) ___Alternate III (May 2002) of 252.247-7023.

(30) _X__**252.247-7024,** Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(31) ___ **252.247-7027**, Riding Gang Member Requirements (Oct 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) **252.225-7039,** Contractors Performing Private Security Functions (June 2012) (Section 862 of Pub.L. 110-181, as amended by Section 853 of Pub.L. 110-417 and Sections 831 and 832 of Pub.L. 111-383)
(2) **252.227-7013,** Rights in Technical Data - Noncommercial Items (Feb 2012), if applicable (see 227.7103-6(a)
(3) **252.227-7015,** Technical Data - Commercial Items (Dec 2011), if applicable (see 227.7102-4(a)
(4) **252.227-7037,** Validation of Restrictive Markings on Technical Data (June 2012), if applicable (see 227.7102-4(c)
(5) **252.237-7010,** Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010) (Section 1038 of Pub L. 111-84)
(6) **252.237-7019,** Training for Contractor Personnel Interacting with Detainees (Sep 2006)
(Section 1092 of Pub. L. 108-375).
(7) **252.247-7003,** Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010) (Section 884 of Public Law 110-417)
(8) **252.247-7023,** Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
(9) **252.247-7024,** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631

Item #	Description of Item	Make/Mode Number
1	Caterpillar Telehandler	TH255
2	Caterpillar Telehandler	TH406C
3	Caterpillar Telehandler	TH407C
4	Caterpillar Telehandler	TH414
5	Caterpillar Telehandler	TH417
6	Caterpillar Telehandler	TH514
7	Caterpillar Telehandler	TL642C
8	Caterpillar Telehandler	TL943C
9	Caterpillar Telehandler	TL1055C
10	Caterpillar Telehandler	TL1255C
11	Caterpillar Three Wheel Electric Forklift	2ET2500
12	Caterpillar Three Wheel Electric Forklift	2ET3000
13	Caterpillar Three Wheel Electric Forklift	2ET3500
14	Caterpillar Three Wheel Electric Forklift	2ET4000
15	Caterpillar Three Wheel Electric Forklift	2ETC3000
16	Caterpillar Three Wheel Electric Forklift	2ETC3500
17	Caterpillar LP Gas Cushion Tire Forklift	2C3000
18	Caterpillar LP Gas Cushion Tire Forklift	2C3500
19	Caterpillar LP Gas Cushion Tire Forklift	2C4000

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Item #	Description of Item	Make/Model Number
20	Caterpillar LP Gas Cushion Tire Forklift	2C5000
21	Caterpillar LP Gas Cushion Tire Forklift	2C5500
22	Caterpillar LP Gas Cushion Tire Forklift	2C6000
23	Caterpillar LP Gas Cushion Tire Forklift	2C6500
24	Caterpillar LP Gas Cushion Tire Forklift	2CC4000
25	Caterpillar Internal Combustion Pneumatic Forklift	2P3000
26	Caterpillar Internal Combustion Pneumatic Forklift	2P3500
27	Caterpillar Internal Combustion Pneumatic Forklift	2P4000
28	Caterpillar Internal Combustion Pneumatic Forklift	2P5000
29	Caterpillar Internal Combustion Pneumatic Forklift	2P5500
30	Caterpillar Internal Combustion Pneumatic Forklift	2P6000
31	Caterpillar Internal Combustion Pneumatic Forklift	2P6500
32	Caterpillar Internal Combustion Pneumatic Forklift	2P7000
33	Caterpillar Internal Combustion Pneumatic Forklift	2PC4000
34	Caterpillar Internal Combustion Pneumatic Forklift	2PD4000
35	Caterpillar Internal Combustion Pneumatic Forklift	2PD5000
36	Caterpillar Internal Combustion Pneumatic Forklift	2PD5500
37	Caterpillar Internal Combustion Pneumatic Forklift	2PD6000
38	Caterpillar Internal Combustion Pneumatic Forklift	2PD6500

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Item #	Description of Item	Make/Model Number
39	Caterpillar Internal Combustion Pneumatic Forklift	2PD7000
40	Caterpillar Diesel Pneumatic Tire Forklift	DP70E1
41	Caterpillar Electric Cushion Tire Forklift	E3000
42	Caterpillar Electric Cushion Tire Forklift	E3500
43	Caterpillar Electric Cushion Tire Forklift	E4000
44	Caterpillar Electric Cushion Tire Forklift	E5000
45	Caterpillar Electric Cushion Tire Forklift	E5500
46	Caterpillar Electric Cushion Tire Forklift	E6000
47	Caterpillar Electric Cushion Tire Forklift	E6500
48	Caterpillar Electric Cushion Tire Forklift	EC4000
49	Caterpillar Electric Cushion Tire Forklift	EX5000
50	Caterpillar LP Gas Cushion Tire Forklift	GC35K
51	Caterpillar LP Gas Cushion Tire Forklift	GC40K
52	Caterpillar LP Gas Cushion Tire Forklift	GC40K STR
53	Caterpillar LP Gas Cushion Tire Forklift	GC40K PRH STR
54	Caterpillar LP Gas Cushion Tire Forklift	GC45K STR
55	Caterpillar LP Gas Cushion Tire Forklift	GC45K SWB
56	Caterpillar LP Gas Cushion Tire Forklift	GC45K PRH STR
57	Caterpillar LP Gas Cushion Tire Forklift	GC55K

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Item #	Description of Item	Make/Model Number
58	Caterpillar LP Gas Cushion Tire Forklift	GC55K STR
59	Caterpillar LP Gas Cushion Tire Forklift	GC55K PRH STR
60	Caterpillar LP Gas Cushion Tire Forklift	GC60K
61	Caterpillar LP Gas Cushion Tire Forklift	GC70K
62	Caterpillar LP Gas Cushion Tire Forklift	GC70K STR
63	Caterpillar LP Gas Cushion Tire Forklift	GC70K PRH
64	Caterpillar LP Gas Cushion Tire Forklift	GC70K PRH STR
65	Caterpillar Internal Combustion Pneumatic Forklift	P8000
66	Caterpillar Internal Combustion Pneumatic Forklift	P9000
67	Caterpillar Internal Combustion Pneumatic Forklift	P10000
68	Caterpillar Internal Combustion Pneumatic Forklift	P11000
69	Caterpillar Internal Combustion Pneumatic Forklift	P12000
70	Caterpillar Diesel Pneumatic Tire Forklift	P17500D
71	Caterpillar Diesel Pneumatic Tire Forklift	P22000D
72	Caterpillar Diesel Pneumatic Tire Forklift	P26500D
73	Caterpillar Diesel Pneumatic Tire Forklift	P30000D
74	Caterpillar Diesel Pneumatic Tire Forklift	P33000D
75	Caterpillar Diesel Pneumatic Tire Forklift	P36000D
76	Caterpillar Internal Combustion Pneumatic Forklift	PD8000

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Item #	Description of Item	Make/Mod Number
77	Caterpillar Internal Combustion Pneumatic Forklift	PD9000
78	Caterpillar Internal Combustion Pneumatic Forklift	PD10000
79	Caterpillar Internal Combustion Pneumatic Forklift	PD11000
80	Caterpillar Internal Combustion Pneumatic Forklift	PD12000

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