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|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No. P00019 | 3. Effective Date 2004SEP27 | 4. Requisition/Purchase Req No. SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

| | | | | | |
|--|------|--------|---|------|--------|
| 6. Issued By TACOM WARREN AMSTA-AQ-ALDA PATRICK BACKUS (586)574-7118 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BACKUSP@TACOM.ARMY.MIL | Code | W56HZV | 7. Administered By (If other than Item 6) DCMA AMERICAS (CANADA) 275 BANK STREET, SUITE 200 OTTAWA, ONTARIO CN K2P 2L6 | Code | SCN01A |
| | | | SCD B PAS NONE ADP PT HQ0337 | | |

| | | |
|--|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) CANADIAN COMMERCIAL CORPORATION 50 OCONNOR STREET SUITE 1100 OTTAWA, CA CANADA K1A 0S6 TYPE BUSINESS: Foreign Concern/Entity | <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. DAAE07-00-C-M013 |
| | <input type="checkbox"/> | 10B. Dated (See Item 13) 2000MAR17 |
| Code 98247 Facility Code 56161 | | |

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)
ACRN: AG NET INCREASE: \$800,280.00

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: A

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | A. This Change Order is Issued Pursuant To: Clause I-55, "Changes-Cost Reim." The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. |
| <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 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

Contract Expiration Date: 2004OCT31

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) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076 | | |
| 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 2004SEP27 |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 7**

PIIN/SIIN DAAE07-00-C-M013

MOD/AMD P00019

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

DAAE07-00-C-M013 Modification P00019

1. The purpose of this modification is to direct the contractor to repair vehicle damage that is not covered by the LAV III Rebuild Matrix (revised 26 November 2001) dated 18 January 2002. Vehicles 164-99, 199-99, 205-99, 306-00, 207-99, and 148-99 shall be repaired in accordance with the contractors proposal for the accident-damaged vehicles dated 07 June 2004. This modification also establishes sub-CLIN 0017AA to fund a projected cost overrun for the rebuild effort under CLIN 0008.
2. Sub-CLIN 0016AA is established on a cost plus fixed fee basis as follows:

| | |
|----------------|---------------|
| Estimated Cost | \$ 230,632.00 |
| Fixed Fee | \$ 23,063.00 |
| Total CPFF | \$ 253,695.00 |
3. Sub-CLIN 0017AA is established on a cost only basis as follows:

| | |
|---------------------------------|---------------|
| Cost Only for Projected Overrun | \$ 546,585.00 |
|---------------------------------|---------------|
3. The following Sections/Subsections are added, deleted, or revised as follows:
 - a. Section B: Add sub-CLINs 0016AA and 0017AA.
 - b. Section C: Add C.24.6.
 - c. Section G: Revise accounting data.
4. As a result of this action, the total obligated amount on this contract is increased \$800,280.00, from \$45,259,755.67 to \$46,060,035.67.
5. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 018 ***

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|-----------------|------|-------------------|---------------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0016 | SECURITY CLASS: Unclassified | | | | |
| 0016AA | REPAIR OF ACCIDENT-DAMAGED VEHICLES | 1 | LO | | \$ 253,695.00 |
| | CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee | | | | |
| | NOUN: ACCIDENT VEHICLES, LAV III(S) | | | | |
| | PRON: X14GXLAVX1 PRON AMD: 01 ACRN: AG | | | | |
| | AMS CD: 12201100000 | | | | |
| | Estimated Cost: \$ 230,632.00 | | | | |
| | Fixed Fee: \$ 23,063.00 | | | | |
| | Total CPFF: \$ 253,695.00 | | | | |
| | Reference Section C.24.6 | | | | |
| | (End of narrative B001) | | | | |
| | <u>Inspection and Acceptance</u> | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | <u>Deliveries or Performance</u> | | | | |
| | DLVR SCH | | | | |
| | <u>REL CD</u> | <u>QUANTITY</u> | | <u>PERF COMPL</u> | <u>DATE</u> |
| | 001 | 1 | | 31-AUG-2004 | |
| | \$ | 253,695.00 | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-00-C-M013 MOD/AMD P00019

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | |
|---------------|---|-------------|------|------------|---------------|-----------------|-------------|-----|---|-------------|---|----|---------------|
| 0017 | SECURITY CLASS: Unclassified | | | | | | | | | | | | |
| 0017AA | <p><u>SERVICES LINE ITEM</u></p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: COST OVERRUN ON REBUILD PRON: X14GXLA2X1 PRON AMD: 03 ACRN: AG AMS CD: 12201100000</p> <p>Cost only overrun funding in support of CLIN 0008. Added per modificaton P00019.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2005</td> </tr> </table> <p style="text-align: right;">\$ 546,585.00</p> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | 30-SEP-2005 | 1 | LO | \$ 546,585.00 |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | |
| 001 | 1 | 30-SEP-2005 | | | | | | | | | | | |

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.22 Training Materials

Within one week of receiving a request by the COR, the contractor shall provide any or all of the following supplemental training material/manuals required by on going Train the Trainer/Vehicle Familiarization Training. Invoicing for these publications will be on a cost plus fixed fee basis under the Spare Replacement Parts CLIN and treated as such.

Materials may include:

- Light Armored Vehicle (LAV) Armored Personnel Carrier (APC) Land Navigation (NAV) System Basic Operation
- APC Drivers Handbook Generation III
- 25mm APC Turret Operators Handbook
- LAV APC Familiarization Course
- Basic Drivers Operator Package
- 25mm APC Turret Student Handout

C.23 ** Offsite FSR Support

When requested by the Government, the contractor shall provide off-site support to the Army for the LAV III vehicles involved in exercises outside of Ft. Lewis, WA. The Government shall be responsible for the transportation of spare parts and tools. Additional expenses incurred for the FSRs required to support the off-site exercises, including travel, subsistence, and additional labor, will be invoiced on a cost plus fixed fee basis.

C.24 ** Rebuild

C.24.1 The contractor shall perform the necessary work to rebuild the 32 LAV IIIs in accordance with the Rebuild Matrix revised 26 November (TACOM dated 18 January 2002) to include, but not limited to the unloading, unpacking, disassembly, cleaning, and inspection, rebuild, repair, replacement, or reclamation of defective subassemblies, components, and piece parts, reassembly, lubrication, painting and/or restoration of protective finishes, testing, certification, marking, packaging, and loading for shipment and/or storage. This includes the removal of any US Army alterations that may have been applied to the loaned vehicles. Note: The contractor shall perform final testing and acceptance IAW the Rebuild Acceptance Test (RAT) referenced in section E.

C.24.1.1 The following vehicles shall be rebuilt: (W) indicates vehicle with winch.

ISCs: 146-99(W), 147-99, 148-99, 149-99, 150-99, 152-99(W), 153-99, 203-99(W), 204-99, 205-99(W), 206-99, 207-99, 208-99, 268-99, 302-00(W), 303-00, 304-00, 305-00, 306-00, 307-00, 308-00, 309-00, 310-00, 311-00(W), 312-00, 313-00.
CPs: 164-99, 166-99, 172-99, 173-99, 174-99, 199-99.

C.24.2 The contractor shall ensure that all Canadian Department of National Defense (DND) authorized Class I revisions/configuration changes are applied to the vehicles, in accordance with the RITS/GMD CM Database and GMD/DNDs retrofit schedule. These retrofits shall be performed by the contractor at no cost to the U.S. Government.

C.24.3 The U.S. Government will transport the 32 vehicles to General Motors Defense (GMD), London, Ontario, Canada. [See induction schedule, section F]. A physical configuration audit (PCA) shall be performed at Fort Lewis, Washington by the U.S. Government, in concert with GMD, and will be completed to determine the condition of each vehicle. At the time of the PCA, the contractor shall furnish the individual maintenance record(s) for each vehicle inspected. These maintenance records shall be included with and made a part of the PCA and rebuild records. Upon delivery to GMD London the vehicles will undergo receiving inspection by GMD, DND QAR, and DCMA to determine whether any in-transit damage has occurred.

C.24.4 The criteria for rebuild/refurbishment of the LAV IIIs, which is the basis for the RAT, is identified in Section J (attachment I LAV III Rebuild Matrix dated 18 January 2002).

C.24.5 All LAV III associated equipment and loaned spares shall be inspected and repaired or replaced as required.

C.24.6 (added by Modification P00019) If it becomes necessary to perform work to repair vehicle damage that is not covered by the LAV III Rebuild Matrix (revised 26 November 2001) dated 18 January 2002, the contractor shall submit a cost proposal detailing such work. The contractor shall perform the necessary repair work upon issuance of a contract modification signed by the Contracting Officer.

C.25 ** Residual Parts Disposition

C.25.1 At the completion of the LAV III Loaner Vehicle Rebuild effort, all parts removed from the vehicles as well as all unused new parts shall be inventoried, sorted and made available for Government inspection and disposition in accordance with FAR 45.6. A cross-reference master list for parts shall indicate if the part is common to LAV.

| | | |
|---|---|---------------------------|
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| Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION | | |

C.25.2 The contractor shall temporarily store and clean parts in accordance with contractor standard practice and WHMIS/HAZMAT guidelines. No items shall be discarded until formal authorization is granted by the US Government.. The Contractor shall be directed by the Government, which items shall be returned to the Government and which items shall be disposed of in accordance with contractor standard practice.

C.25.3 The cost for packaging, transportation and further disposition actions is excluded and shall be executed as a separate modification to this contract. The contractor shall be offered the option to buy selected items as a separate modification to this contract.

*** END OF NARRATIVE C 005 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN DAAE07-00-C-M013

MOD/AMD P00019

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u> | ACRN | OBLG STAT/ <u>JOB ORD NO</u> | | <u>PRIOR AMOUNT</u> | <u>INCREASE/DECREASE</u> <u>AMOUNT</u> | | <u>CUMULATIVE</u> <u>AMOUNT</u> |
|--------|---|------|---------------------------------|----|---------------------|---|----|------------------------------------|
| 0016AA | X14GXLAVX1 12201100000 X14GXLAVX1EH | AG | 2 4GXLAV | \$ | 0.00 | \$ 253,695.00 | \$ | 253,695.00 |
| 0017AA | X14GXLA2X1 12201100000 X14GX1220000 | AG | 1 4GXLA2 | \$ | 0.00 | \$ 546,585.00 | \$ | 546,585.00 |
| | | | | | NET CHANGE | \$ 800,280.00 | | |

| <u>SERVICE</u> <u>NAME</u> | <u>NET CHANGE</u> <u>BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | | | <u>ACCOUNTING</u> <u>STATION</u> | <u>INCREASE/DECREASE</u> <u>AMOUNT</u> |
|-------------------------------|-------------------------------------|----------------------------------|-----------------------------|--------|-------------------------------------|---|
| Army | AG | 21 | 42020000045R5R07P1220112571 | S20113 | W56HZV | \$ 800,280.00 |
| | | | | | NET CHANGE | \$ 800,280.00 |

| | | <u>PRIOR AMOUNT</u> <u>OF AWARD</u> | | <u>INCREASE/DECREASE</u> <u>AMOUNT</u> | | <u>CUMULATIVE</u> <u>OBLIG AMT</u> |
|-----------------------|----|--|----|---|----|---------------------------------------|
| NET CHANGE FOR AWARD: | \$ | 45,259,755.67 | \$ | 800,280.00 | \$ | 46,060,035.67 |