

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00031	3. Effective Date 2013AUG01	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND AMY HAHKA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: AMY.K.HAHKA@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA AMERICAS (CANADA) 275 BANK STREET, SUITE 200 OTTAWA, ONTARIO K2P 2L6	Code SCN01A
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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	<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-11-C-0076
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011FEB18
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)

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:	Mutual Agreement of the Parties
<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) LISA M. DURBIN LISA.M.DURBIN@US.ARMY.MIL (586)282-9164		
15B. Contractor/Offendor _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013AUG01

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: AMY HAHKA
Buyer Office Symbol/Telephone Number: CCTA-AIM-A/(586)282-9016
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Service Contracts
Type of Business: Foreign Concern/Entity
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

1. This Modification P00031 to contract W56HZV-11-C-0076 is a Bilateral Modification.
2. The purpose of Modification P00031 is to update Section C as follows:

A. Paragraph C.6.1.7 is hereby added "The contractor shall conduct a STS Review Telecon on a quarterly basis. Status shall be provided on all active USMC and FMS work directives. Duration shall not exceed one day. Topics presented shall include work directive budget, schedule, milestones, outstanding actions, and requirements completed to date. The dates for the telecons will be mutually established no later than 14 days prior to the meeting. Agenda/read-ahead briefing charts shall be provided in accordance with CDRL A002. Minutes shall be prepared in accordance with CDRL A003."

B. In accordance with C.2.4, C.6.1.7 applies to all Work Directives issued under the contract, this shall include current and future Work Directives

3. As a result of Modification P00031 to contract W56HZV-11-C-0076, the total contract amount is unchanged.
4. Except as specifically stated within, all other contract terms, conditions, and specifications remain unchanged and in full force and effect.

*** END OF NARRATIVE A0033 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C

Statement of Work

C.1 General. The contractor, as an independent contractor, and not as an agent of the Government, shall furnish Systems Technical Support for the GDLS-Canada Corporation Light Armored Vehicle, and associated parts and equipment, as specified herein and in Exhibit A, the Contract Data Requirements List (CDRL) of this contract.

C.2 Work Directive (WD) Content:

C.2.1 All work under this contract shall be completed in accordance with Work Directives issued by the PCO. Technical solution(s) proposed by the contractor in response to a Work Directive shall not degrade any element of the vehicle Purchase Description identified in the work directive.

C.2.2 The Contracting Officer or the COR will establish priorities for contractor performance on work directives and will review with the contractor the priorities and ranking on all active work directives. The contractor shall increase or decrease work on any and/or all work directives within the available funding limits of the contract when so directed in writing by the Contracting Officer.

C.2.3 The Contracting Officer has the option to modify or cancel WDs, in whole or in part, and change the relative priorities assigned. Active WDs may be canceled at any time, in writing, by the Contracting Officer. If additions, deletions or revisions to a WD are necessary, or when authorized hours or direct cost dollars remain at the completion of a WD, the PCO will prepare a Supplemental WD to reflect the addition, deletion or revision or reduce the authorized hours or direct cost dollars by the residual amounts as required. A Supplemental WD, which revises the scope or increases hours or direct cost dollars, will also be provided by the PCO. The Supplemental WD denoting the addition, deletion or revision will be assigned the original WD number with a suffix to denote the revision.

C.2.4 The requirements in Paragraphs C.3 through C.6, as a minimum, apply to each Work Directive issued under this contract:

C.3 Financial Reporting: The contractor shall submit a Monthly Cost Performance Report in accordance with CDRL A001.

C.4 Quality Program: Maintain a Quality Program for the supplies and services covered by this contract in accordance with ANSI/ASQC 9000, ISO 9000 series or equivalent. The documented QA Program shall be made available to the Government upon request.

C.5 Technical Data

C.5.1 The drawings (originals) developed under this contract, and revisions thereto, shall be Product Drawings, using guidance from MIL-STD-100 except as otherwise provided by this contract.

C.5.1.2 Competitive Technical Data. The drawings and software/firmware documents shall possess the following adequacy requirements for competitive procurement. Detail subassembly and assembly drawings shall completely delineate, directly or by reference to other documents, engineering requirements and characteristics such as materials, dimensions, tolerance, fit, form and finish. The drawing requirements and characteristics shall also include, as applicable, any electrical, mechanical performance and other requirements necessary for functions and interchangeability. Requirements and characteristics for all drawings and software/firmware documents required shall be sufficiently complete and detailed to enable the Government to perform engineering review, design evaluation and product acceptance, inspection and installation. These drawings and software/firmware documents shall contain sufficient detailed data to enable the Government or its contractor to procure or re-procure the item or to obtain a substitute item. Drawings for all repair parts shall contain complete protective finish requirements such as paint and/or plating.

C.5.1.3 The set of drawings created by the contractor shall include all drawings necessary to fully describe the design, and construction of the item. The contractor shall not prepare drawings or lists of standard military and/or Commercial Off-the-Shelf (COTS) components the Government directs the contractor to use for which Government drawings or lists already exist. When revising an existing drawing, the original drawing format shall be followed for any changes unless otherwise directed by the PCO.

C.5.1.4 Source Control Technical Data: Maximum use of COTS components is essential. No part, component or subsystem shall be developed under this contract when it is known that an existing design in industry will satisfy the intended purpose or can reasonably be adapted to a militarized design in a cost effective manner.

C.6 Management and Administration.

C.6.1 Manage and control the resources necessary to ensure timely achievement of all of the requirements of the contract in a manner that is both economical and beneficial to the Government.

C.6.1.1 Provide administrative support (e.g. conference rooms, secretarial/clerical support, duplication services, projection services) for Government briefings and presentations.

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C.6.1.2 Prepare and furnish color photographic productions, posters, color brochures, presentations and electronic media to support Government briefings and presentations.

C.6.1.3 Prepare agendas (CDRL A002) and minutes (CDRL A003) for each formal contractor/government meeting.

C.6.1.4 Respond to and track Government requests for information, investigation and analysis.

C.6.1.5 Rough Order of Magnitude (ROM) Estimates. ROM requests are used by the Government to obtain an estimate of the labor hours and ODC dollars a particular effort may require. ROMs may only be requested by the Contracting Officer or a Government representative specifically designated to request ROMs. The contractor will be asked to provide ROMs throughout the contract. ROMs shall include estimated labor hours and Other Direct Costs (Other Direct Costs), estimated duration of the effort, and a brief explanation of the estimate. The ROM is used as a planning estimate only. After work directive activity is completed, the overall cost may be lower or higher than estimated in the ROM (CDRL A040).

C.6.1.6 Integrated Master Schedule (IMS). The contractor shall deliver an IMS in accordance with CDRL A024.

C.6.1.7 Quarterly Status Meetings - The contractor shall conduct a STS Review Telecon on a quarterly basis. Status shall be provided on all active USMC and FMS work directives. Duration shall not exceed one day. Topics presented shall include work directive budget, schedule, milestones, outstanding actions, and requirements completed to date. The dates for the telecons will be mutually established no later than 14 days prior to the meeting. Agenda/read-ahead briefing charts shall be provided in accordance with CDRL A002. Minutes shall be prepared in accordance with CDRL A003.

C.7 Scope of Work Paragraphs C.8 through C.18 describe types of effort that may be required by the Government. Individual Work Directives will identify which of these paragraphs are applicable to that Work Directive.

C.8 Product Assurance. Perform Quality Engineering (QE) for all system design changes. Review drawings and specifications, and conduct QE analysis to determine the type and amount of inspection and test controls that are necessary to achieve the required quality. The QE analysis shall be accomplished at a point in time which will assure that the resulting recommended inspection controls are processed as part of applicable ECPs.

C.8.1 Conduct failure analysis of product defects originating from field activities and repair depots as reported by Supply Discrepancy Reports (SDRs). This effort shall include the review of problem reports, evaluation of defects and development of proposals for repair of the product.

C.8.2 Prepare an Equipment Damage and Refurbishment Report (EDRR) for each item requiring service. Report shall contain the following:

- a. Identification of equipment by nomenclature and serial number.
- b. Results of physical inspection/performance inspection.
- c. Identification of missing units/assemblies/components.
- d. Identification of defective, damaged, deteriorated units/assemblies/components.
- e. Root cause analysis.
- f. Corrective actions required.

C.8.3 Perform refurbishment, to the condition specified by the Government, of GFE vehicles and components used in support of a work directive.

C.9 Systems Engineering/Technical Support

C.9.1 Provide Light Armored Vehicle technical support including, but not limited to, design, system integration, testing, safety engineering, software engineering, Configuration Management (CM)/Obsolescence Management, support equipment and special tools. Such effort could include design review, design revision and changes to the Technical Data Package (TDP).

C.9.1.1 Prepare calculations, layouts, drawings, sketches, schematics, charts and other visual depictions, purchase descriptions, specifications, cost effectiveness studies, ILS Impact Statements and recommend Engineering Change Proposal (ECP) for the system.

C.9.1.2 Perform technical inspections of LAVs at user locations to prepare quotes for repair or refurbishment.

C.9.1.3 Provide LAV technical support on-site at the users location.

C.9.1.4 Conduct trade-off analysis IAW industry standard practice to identify best value solution(s) to meet user requirements. Evaluate design and producibility impacts for any design changes recommended.

C.9.1.5 Assess design considerations for impact on computer software.

C.9.1.6 In accordance with CDRL A023, the contractor shall conduct studies on improving performance, obsolescence management,

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reliability and sustainability of the LAV. Present design reviews and recommendations to the Government on the feasibility of implementing design improvements. The Government may direct investigations into any FOLAV systems and/or subsystems.

C.9.1.7 Prepare Human Factors Engineering Analysis in accordance with CDRL A022.

C.9.1.8 Prepare System Evaluation Reports in accordance with CDRL A008.

C.9.1.9 TDP Baseline. A TDP Baseline shall be submitted in accordance with CDRL A015.

C.9.1.10 Retrofit Kit TDP. A Retrofit Kit TDP shall be submitted in accordance with CDRL A025.

C.9.1.11 (Reserved).

C.9.1.12 Performance Specification. The contractor and Government will jointly prepare a draft performance specification. The contractor shall compile the performance data and provide a final performance specification for Government review/approval in accordance with CDRL A031.

C.9.2 Evaluate Test Incident Reports (TIRs), Equipment Improvement Recommendations (EIRs), Recommended Changes to Publications ILS, and similar documents to determine whether a change is required in the Light Armored Vehicle, to include tools, test sets, Technical Manuals (TMs), and maintenance concepts ILS.

C.9.3 Safety Assessment Report (SAR). A Safety Assessment Report shall be delivered in accordance with CDRL A019.

C.9.4 Health Hazard Analysis Report (HHAR). The contractor shall deliver an HHAR in accordance with CDRL A020.

C.10 Integrated Logistics Support (ILS)

C.10.1 Engineering Data for Provisioning (EDFP). The contractor shall provide supporting data for technical reviews in accordance with CDRL A009.

C.10.2 Conduct analysis and studies of ILS related issues and provide reports as specified in the Work Directive.

C.10.2.1 The contractor shall deliver a Supportability Analysis in accordance with CDRL A027.

C.10.3 Provide ILS data and documentations as specified in the Work Directive.

C.10.4 Indented Bill of Material (IBOM). The contractor shall deliver an IBOM in accordance with CDRL A026.

C.10.5 Provisioning Master Record (PMR). The contractor shall deliver a PMR in accordance with CDRL A029.

C.10.6 Provisioning Plan. The contractor shall deliver a Provisioning Plan in accordance with CDRL A030.

C.10.7 Provisioning Screening Data. The contractor shall deliver Provisioning Screening Data in accordance with CDRL A029.

C.10.8 Unique Identification (IUID) Marking Activity and Verification Report. An IUID Report shall be delivered in accordance with CDRL A033.

C.10.9 Packaging Data Development. The contractor shall deliver a packaging plan in accordance with CDRL A034.

C.10.10 Initial Issue Package (IIP) List. An IIP shall be delivered in accordance with CDRL A035.

C.10.11 Long Lead Time Items List (LLTIL). The contractor shall deliver an LLTIL in accordance with CDRL A036.

C.10.12 Supplemental Data for Provisioning (SDFP). An SDFP shall be delivered in accordance with CDRL A038.

C.10.13 Special Tools & Test Equipment (STTE) Listing. The contractor shall provide an STTE List in accordance with CDRL A039.

C.10.14 Provisioning Parts List (PPL). The contractor shall provide a PPL in accordance with CDRL A012.

C.10.15 Technical Publications Data (TPD) shall be delivered in accordance with CDRL A028.

C.10.16 LSA 036 Report. The contractor shall provide an LSA 036 Report in accordance with CDRL A010.

C.10.17 Val/Ver Task List. The contractor shall provide a Val/Ver Task List in accordance with CDRL A011. The list shall identify all of the validation and verification tasks that will be verified by the Government at the Val/Ver meeting. It shall be provided to the

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Government prior to the Val/Ver so the Government can determine if the task(s) will be completed by hands-on or desktop.

C.10.18 Val/Ver Plan. The contractor shall deliver a Val/Ver Plan in accordance with CDRL A014.

C.10.19 List of Discrepancies. The contractor shall deliver a list of discrepancies found as a result of Val/Ver reviews in accordance with CDRL A018.

C.11 Engineering Change Proposal (ECP). The contractor may be required, by Work Directive, to prepare ECPs on configuration items (CDRL A007).

C.11.1 Modification Instructions.* In accordance with CDRL A032, the contractor shall provide Modification Instructions (MIs) as required by the WD. The MIs shall show changes in procedures, tools, or parts required to complete the maintenance task, and shall include any changes to the Parts Manual.

C.11.2 The contractor shall perform Configuration Management (CM) on all data generated by the ECPs. The CM shall be in accordance with the provisions of the vehicle/hardware contract(s) under which the applicable hardware was purchased.

C.12 Test Support:

C.12.1. Provide support for the planning, execution and evaluation of Government tests. In addition, the contractor shall provide the necessary test facilities, all effort and material necessary for conducting contractor testing, including its subcontractor's testing required in support of Government test and evaluation objectives.

C.12.2 Prepare and/or review test plans/reports/data and furnish results.

C.12.3 Fabricate hardware for engineering tests; conduct engineering tests, monitor user tests; prepare final designs and develop Source Data for an ECP.

C.13 Technical Training Support:

C.13.1 Design training devices. Design training course/curriculum outlines, Students Training Course Guides, Instruction/Lesson Guides and Audio Visual, Master Reproducibles and Review Copies for Training Equipment and Training Courses, necessary to teach the jobs/tasks the Government has selected for training.

C.13.2 Provide support to fielded training devices. The contractor shall provide the Government with recommended jobs/tasks for training. The Government will select, from the contractors recommendations, the required jobs/tasks for the training course. Training materials shall be validated by the contractor prior to Government acceptance. The Government reserves the right to verify the contractors validation results prior to acceptance.

C.13.3. Conduct training at Government selected training sites. Training shall provide operational and maintenance training necessary to increase LAV user knowledge, skills and abilities to the degree required to perform selected job tasks.

C.14 Publications:

C.14.1 Develop Maintenance Instructions (MIs), Supply Instructions (SIs), Technical Instructions (TIs) and change pages to publications (e.g. parts and technical manuals).

C.14.2 Perform Contractor validation and support Government verification. Assure that required assemblies, parts, support, equipment, tools, personnel and facilities are available for Contractor Validation and Government Verification.

C.14.3 Deliver the publication changes in electronic format.

C.14.4 Provide publication status and schedules.

C.14.5 Contractor is authorized to use a digital image instead of a line drawing where deemed practical, taking into account the purpose and suitability of the illustration in the publication.

C.14.6 Logistics Management Information (LMI). The contractor shall deliver LMI in accordance with CDRL A016.

C.14.7 Interactive Electronic Technical Manuals (IETMs). The contractor shall prepare IETMs as required by CDRL A013.

C.14.8 Unigraphics Models. Unigraphics 3D Models shall be delivered as required by CDRL A017.

C.15 FOLAV Improvements

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C.15.1 Furnish the supplies and services necessary to:

- a. Develop improvements to the FOLAV
- b. Integrate improvements into the LAV system
- c. Provide technical support and interface concerning the LAV to related developmental programs.

C.15.2 Participate in and/or host technical reviews (e.g. engineering, logistics, quality Assurance). If the contractor hosts the meeting, agenda (CDRL A002) and minutes (CDRL A003) shall be prepared by the contractor.

C.15.3 Provide demonstrations of LAV developmental systems and components. Support may include the design and documentation of the system or component improvement as well as on-site technical and logistics support to the demonstration.

C.16 USMC TDP Maintenance and Updates

C.16.1 Update the USMC FOLAV TDP as required to incorporate changes resulting from approved ECPs, Service Parts Notices (SPN), 339 Reports and Service Bulletins.

C.17 Software Maintenance

C.17.1 Furnish the services necessary to correct, modify, improve, and maintain software for FMS and USMC FOLAV.

C.17.2 The Contractor shall analyze, investigate and propose software solution(s) to the identified problems or product improvements/changes as documented in the work directive.

C.17.3 Solution Implementation. The contractor shall modify software, validate and test software and update all necessary software documentation prior to release of the software solution per amended Work Directive.

a) Software Modification. Modifications shall be applied to the latest released version of software. The latest version of the software is to remain intact until the modified software is approved for release by the Government.

b) Contractor shall validate all modifications prior to formal testing. The validation is to ensure all fixes in the WD are addressed and functional prior to formal testing.

c) Contractor Testing. Testing shall be performed as follows:

1. Contractor shall demonstrate that the performance of the software exhibits all tasks covered in the WD. Verification of the software performance shall be demonstrated during informal or formal software testing.

2. Contractor shall demonstrate to the Government that the software for the SANG and/or USMC FOLAV systems and final production baseline configuration delivered under the WD:

a. Implements all tasks undertaken as described in the work directive.

b. Contains no Priority 1 or Priority 2 SPCRs as defined in DOD-STD- 2167A resulting from the efforts undertaken by the WD.

3. In accordance with CDRL A00X, Contractor shall maintain and deliver to the Government a Software Test Plan 25 calendar days before testing. The STP shall address any testing plans to demonstrate software problem fixes addressed in the WD.

4. The Software Test Description (STD) shall contain the test cases and test procedures necessary to perform the functional testing as described below. The STD shall identify the use of emulators/simulators as required. The STD shall be updated and delivered 25 calendar days prior to testing to the Government in accordance with CDRL A00X for approval.

5. Functional testing may consist of Formal Qualification Test (FQT, Regression, and Interoperability tests. The Contractor shall provide scheduling information to the Government at least fourteen (14) calendar days prior to any formal testing activities. Following the conclusion of the Contractors Functional Testing, the Contractor shall deliver a Software Test Report (STR) to the Government for review and approval in accordance with CDRL A00X. The STR shall be a record of the test events and the results of those events.

a. Formal Qualification Test (FQT). An FQT shall be conducted on an as needed basis as determined by the Government. The current version of the STD shall be updated and utilized to handle any current test scenario required in supporting the SRS. The FQT shall demonstrate successful software performance. The FQT of the modified product shall be performed against the requirements documented in the SRS.

b. Regression Test. A regression test analysis shall be accomplished to determine the appropriate degree of re-testing

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necessary to assure proper implementation of the change and that no resulting degradation of system performance has been introduced. The Contractor shall use the latest existing STD as the baseline procedures for regression testing.

c. Interoperability Test. Interoperability testing shall be performed to confirm the operational integrity of system if such confirmation is not achievable at lower test levels. If an Interoperability test is required an Interoperability Test Plan (ITP), an Interoperability Test Description (ITD), and an Interoperability Test Report (ITR) shall be included in the STP and STD as appropriate.

C.18 Field Service Representatives (FSRs). The contractor shall provide support for LAV activities on a worldwide basis. Support includes technical assistance/advice, operation of Government vehicles, user training, technical data collection and reporting, troubleshooting, repairing, and vehicle deprocessing.

* Changed by Modification P00027

*** END OF NARRATIVE C0001 ***