

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 33	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0109		3. Effective Date 2013SEP20	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND DEBORAH ROTH WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA AMERICAS (CANADA) 275 BANK STREET, SUITE 200 OTTAWA, ONTARIO K2P 2L6		Code SCN01A	

e-mail address: DEBORAH.ROTH@US.ARMY.MIL

7. 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		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
Code 98247		9. Discount For Prompt Payment	
Facility Code 05257		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
		To The Address Shown In:	
		Item 12	

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266	Code HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$1,450,296.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	15	X	J	List of Attachments	33
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	19		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	20		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	21		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	23				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer LISA BEHNKE LISA.BEHNKE@US.ARMY.MIL (586) 282-4502
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2013SEP20

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0109 MOD/AMD	Page 2 of 33
Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DEBORAH ROTH
 Buyer Office Symbol/Telephone Number: CCTA-AHPD/(586)282-4281
 Type of Contract: Cost Plus Fixed Fee
 Kind of Contract: Service Contracts
 Type of Business: Foreign Concern/Entity
 Surveillance Criticality Designator: B
 Weapon System: TANK, ABRAMS, M1A2 FAMILY OF VEHICLES (FOV)

*** End of Narrative A0000 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4850 ACCEPTANCE APPENDIX	SEP/2008
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(a) Contract Number W56HZV-13-C-0109 is awarded to Candian Commercial Corporation / General Dynamics Canada (CCC/GDC).

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

GD Canada will comply with the FAR and DFARS clauses in the contract that are applicable to the work performed in Canada; relate to the contract rype and specific scope of work undertaken; priced in accordance with the Canadian Government's MASS DSS 1031-2 Cost Principles; and audited in accordance with the United States and Canada 1956 Defence Production Sharing Agreementm, as amended.

The price is in US funds exclusive of US duties. Clause 252.225--7013 has been added.

GD Canada requests that the following FAR/DFARS clauses be deleted as they are covered in the US/Canada Defence Production Sharing Agreement:

252.231-7000
 252.243-7002
 252.215-7002
 52.215-12
 52.215-13
 52.215-15
 52.215-18
 52-219-9
 52.219-28
 52.222-26
 52.222-36
 52.222-37
 52.222-41
 52.222-54

[End of Clause]

A-2	52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

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MOD/AMD

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

[End of Provision]

Contract: W56HZV-13-C-0109
 Contractor: CCC/GDC
 Program: Obsolscence Technical Support
 Contract Value: \$1,450,296.00

1. Negotiation authority for this order is USC 2304(a)(1) as implemented by FAR 6.302-1.

2. This is a Cost Plus Fixed Fee contract:

With a cost of: \$1,330,546.00
 Including a Fixed Fee of: \$ 119,750.00
 For a total CPFF: \$1,450,296.00
 Total hours are: 10,000

3. The period of performance for this contract is one year from date of award.

4. In addition to this basic contract there are four additional period of performances.

Opt.Yr.	Est. Cost	Fee	Total	Est.Hrs
One	\$1,357,064	\$122,136	\$1,479,200	10,000
Two	\$1,384,220	\$124,580	\$1,508,800	10,000
Three	\$1,411,947	\$127,076	\$1,539,023	10,000
Four	\$1,440,200	\$129,622	\$1,569,822	10,000

5. This contract is sub-contracted by Canadian Commercial Corporation to General Dynamics Canada.

6. CCC certification is attached.

7. The following GDC comments apply to this contract:

Final indirect cost rates, costs will be determined in accordance with Canadian government DSS Form 1031-2, Contract Cost Principles, final indirect cost rates shall be those negotiated between GDC and the Canadian Government.

Billing rates, costs will be determined in accordance with Canadian Government DSS Form 1031-2, Contract cost principles; final indirect cost rates shall be those negotiated between GDC and the Canadian Government.

Audit, the audit and consulting Canada, Audit Services Group, Contract Audit Branch of the Canadian Government on behalf of the US Govt., will perform examination and/or audits of records that may be required under contract.

FAR 52.247-63, Preference for US Flag Air Carriers, GDC will use Canadian or US airlines depending upon availability and convenience for the program.

*** END OF NARRATIVE A0002 ***

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>THE PERIOD OF PERFORMANCE FOR THE BASE AND OPTIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>YEAR ONE: 1 TO 12 MONTHS AFTER CONTRACT AWARD</p> <p>YEAR TWO: 13 TO 24 MONTHS AFTER CONTRACT AWARD.</p> <p>YEAR THREE: 25 TO 36 MONTHS AFTER CONTRACT AWARD</p> <p>YEAR FOUR: 37 TO 48 MONTHS AFTER CONTRACT AWARD</p> <p>YEAR FIVE: 49 TO 60 MONTHS AFTER CONTRACT AWARD</p> <p>(End of narrative A001)</p>				
0001	Abrams GDC Obsolesce				
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>GENERIC NAME DESCRIPTION: Abrams GDC Obsolesce CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: EH35E049EH PRON AMD: 03 ACRN: AA AMS CD: SM2B0700000 PSC: 5998</p> <p>Contractor shall furnish all supplies and service to accomplish the tasks specified in Section C (Scope of Work)</p> <p>(End of narrative B001)</p> <p>Based on 10,000 hours per year. Work Directives will be issued based on need.</p> <p>This is a cost plus fixed fee CLIN</p>	1	LO	<p>Est Cost: 1,330,546.00</p> <p>Fixed Fee: 119,750</p> <p>Total Cost: 1,450,296.00</p>	\$ 1,450,296.00

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0003AA	<p>be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative A001)</p> <p><u>UNEXERCISED OPTION YEAR ONE SERVICES LINE ITEM</u></p> <p>GENERIC NAME DESCRIPTION: OBSOLESCENCE TECH. SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>Contractor shall furnish all supplies and service to accomplish the tasks specified in Section C (Scope of Work)</p> <p>(End of narrative B001)</p> <p>Based on 10,000 hours per year. Work Directives will be issued based on need.</p> <p>This is a cost plus fixed fee CLIN</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td>REL CD</td> <td>QUANTITY</td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td>DATE</td> </tr> <tr> <td></td> <td>UNDEFINITIZED</td> </tr> </table> <p>\$ 1,479,200.00</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY	001	1		DATE		UNDEFINITIZED	1	LO		<p>\$ 1,479,200.00</p> <p>Est Cost: \$1,357,064 Cost of Money: Fixed Fee: 122,136 Total Cost: \$1,479,200</p>
DLVR SCH	PERF COMPL														
REL CD	QUANTITY														
001	1														
	DATE														
	UNDEFINITIZED														

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CONTRACTOR MANPOWER REPORT				
0004AA	<u>OPTION YEAR ONE CONTRACTOR MANPOWER REPORTING</u> GENERIC NAME DESCRIPTION: CONTRACTOR MANPOWER REPORT Contractor Manpower Reporting (CMR) requirement as described in Section C, Clause 52.237-4000. Unit Identification Code (UIC): The price for Contractor Manpower Reporting in the total amount of \$_____ is included in the total amount for CLIN 0003AA. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO		\$ _____ ** NSP **
0005	OBSOLESCENCE TECH SUPPORT OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001). The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government. (End of narrative A001)				
0005AA	<u>UNEXERCISED OPTION YEAR TWO SERVICE LINE ITEM</u> GENERIC NAME DESCRIPTION: OBSOLESCENCE TECH SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee	1	LO		\$ _____ 1,508,800.00
				Est Cost: \$1,384,220 Fixed Fee: 124,580 Total Cost: \$1,508,800	

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Contractor shall furnish all supplies and service to accomplish the tasks specified in Section C (Scope of Work)</p> <p>(End of narrative B002)</p> <p>Based on 10,000 hours per year. Work Directives will be issued based on need.</p> <p>This is a cost plus fixed fee CLIN</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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>UNDEFINITIZED</td> </tr> </table> <p style="text-align: right;">\$ 1,508,800.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	UNDEFINITIZED												
0006	CONTRACTOR MANPOWER REPORT													
0006AA	<p><u>UNEXERCISED OPTION YEAR TWO CONTRACTOR MANPOWER REPORTING</u></p> <p>GENERIC NAME DESCRIPTION: CONTRACTOR MANPOWER REPORT</p> <p>Contractor Manpower Reporting (CMR) requirement as described in Section C, Clause 52.237-4000.</p> <p>Unit Identification Code (UIC):</p> <p>The price for Contractor Manpower Reporting in the total amount of \$_____ is included in the total amount for CLIN 0005AA.</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>	1	LO		\$ ** NSP **									

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0008	<p><u>Deliveries or Performance</u></p> <p>CONTRACTOR MANPOWER REPORT</p>													
0008AA	<p><u>UNEXERCISED OPTION YEAR THREE CONTRACTOR MANPOWER REPORTING</u></p> <p>GENERIC NAME DESCRIPTION: CONTRACTOR MANPOWER REPORT</p> <p>Contractor Manpower Reporting (CMR) requirement as described in Section C, Clause 52.237-4000.</p> <p>Unit Identification Code (UIC):</p> <p>The price for Contractor Manpower Reporting in the total amount of \$_____ is included in the total amount for CLIN 0007AA.</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" data-bbox="259 1228 771 1312"> <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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO		\$_____ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	AS REQUIRED												
0009	<p>OBSOLESCENCE TECH SUPPORT</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>(End of narrative A001)</p>													

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	<p><u>UNEXERCISED OPTION YEAR FOUR SERVICE LINE ITEM</u></p> <p>GENERIC NAME DESCRIPTION: OBSOLESCENCE TECH SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>Contractor shall furnish all supplies and service to accomplish the tasks specified in Section C (Scope of Work)</p> <p>(End of narrative B002)</p> <p>Based on 10,000 hours per year. Work Directives will be issued based on need.</p> <p>This is a cost plus fixed fee CLIN</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>			<p>Est Cost: \$1,440,200</p> <p>Fixed Fee: 129,622</p> <p>Total Cost: \$1,569,822</p>	<p>\$ 1,569,822.00</p>
0010	<p>CONTRACTOR MANPOWER REPORT</p>				
0010AA	<p><u>UNEXERCISED OPTION YEAR FOUR CONTRACTOR MANPOWER REPORTING</u></p> <p>GENERIC NAME DESCRIPTION: CONTRACTOR MANPOWER REPORT</p> <p>Contractor Manpower Reporting (CMR) requirement as described in Section C, Clause 52.237-4000.</p> <p>Unit Identification Code (UIC):</p> <p>The price for Contractor Manpower Reporting in the total amount of \$_____ is included in the total amount for CLIN 0009AA.</p>	<p>1</p>	<p>LO</p>		<p>\$ ** NSP **</p>

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

B.1 Payment of Fee

The contractor may submit vouchers for fee as work progresses based on performance of the deliverable Level Of Effort (LOE). The fee amount requested in voucher shall not exceed the prorated fee based on the ratio of the LOE performed for the voucher to the total LOE for the CLIN, subject to any applicable withholds

*** END OF NARRATIVE B0001 ***

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> , and then click on "Department of the Army CMRA" or the icon of the DOD organization that is receiving or benefitting from the contracted services. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website.

Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

End of Clause]

C.1 SCOPE OF WORK

The statement of work defines the requirements to be met by the contractor to address obsolescence issues on the M1/M1A1 Abrams Tank Fire Control System, including items listed in APPENDIX A.

The contract associated with this statement of work will be a cost plus fixed fee award. Although each work directive can be authorized individually, contractors should prepare bids with the assumption that all work directives described herein will be required.

C.1.1 Background

The contract associated with this statement of work will furnish the supplies, materials and services necessary to accomplish the related technical support functions required for the resolution of obsolescence issues.

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C.1.2 Objectives

The contractor will be required to provide engineering related technical support functions for the replacement of obsolete components in accordance with the requirements set forth in the Work Directives (WD).

C.2 REQUIREMENTS

C.2.0 Program Management

The contractor as an independent contractor and not an agent of the USG, shall furnish all the labor, services, personnel, travel, equipment, property management, data management, and materials required to accomplish the work efforts as set forth in the Work Directives. Submission of all program costs, technical data, and documents shall be provided to the Contracting Officer Representative (COR) by the contractor. All requests for deviation from the requirements or performance standards shall be submitted by the contractor to the COR for processing and final approval by the Contracting Officer prior to execution by the contractor.

C.2.0.1 Cost Estimation

The contractor shall generate and provide Rough Order of Magnitude (ROM) estimates at receipt of a request for ROM from the Contracting Officer. ROMs may only be requested by the Contracting Officer or the government representative specifically designated to request ROMs. The ROM shall include cost estimates, hours, and schedule impacts that support successful accomplishment of WD requirements.

ROMs shall be submitted within 14 business days from the date of the ROM request unless otherwise indicated by the Government. The ROM shall include the ROM request Number, CLIN, estimated dollar value for the effort and a brief explanation of the ROM estimate. Contractor format is acceptable.

C.2.1 Project Management and Administration

C.2.1.1 Review Meetings

The Work Directive (WD) will serve as the basis for Management Review meetings, change reviews and Program Status reviews.

C.2.1.2 Contract Work Breakdown Structure (CWBS)

The Work Directive (WD) will serve as the CWBS basis for contract planning, budgeting and reporting status of Cost and Schedule to the Government.

C.2.1.3 Conversion of Technical Information

The contractor shall respond to Government requests for conversion of existing contractor data resulting from Government and/or Contractor Production Contracts. This conversion and formatting of data requirements shall be performed as stated in the WD.

C.2.1.4 Close-Out of Government Furnished Information

The contractor shall provide close-out information to all Government requests for information as stated in the WD.

C.2.2 Financial Management

The contractor shall manage and control the resources necessary to ensure timely achievement of all the requirements of this contract in the most economical manner. The contractor shall achieve all requirements of this contract to the extent required by Work Directives.

C.2.3 Work Directives (WDs) Task Activation and Control

C.2.3.1 All work performed under this contract shall be accomplished in accordance with WDs agreed to by the contractor and the Government. The Government will prepare and only submit WDs within the contract scope of work to the contractor. The contractor shall have a single centralized point of contact (POC) for the Contracting Officer to submit proposed WDs to. The proposed WD shall be written with the purpose of providing the contracting officer a suitable document that shall enable the contractor to perform specific tasks with associated periods of performance. Language that includes unexplained acronyms will not be used. Each WD to be in accordance with Section G, clause 52.242-4011, entitled Work Directives.

C.2.3.1.1 The Contracting Officer has the unilateral right to increase, decrease, prioritize or cancel WDs. Active WDs can be cancelled at any time by the Contracting Officer. The Contracting Officer will notify the contractor in writing of the reason(s) for cancelled WDs, established priorities for the contractor performance on WDs, and will periodically review with the contractor the priorities and ranking within priorities on all active WDs.

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C.2.3.2 If additions, deletions or revisions to a WD are necessary, or when authorized hours and/or material dollars remain at the completion of a WD, then the Government will prepare a supplemental WD to reflect the addition, deletion or revision or reduce the authorized hours and /or material dollars by the residual amounts as required. The supplemental WD denoting the addition, deletion or revision will be assigned the original WD number with a suffix to denote the revision. Supplemental WDs to reduce hours or material dollars shall be submitted at the earliest possible date, but not later than 90 days after completion of work on the basic WD.

C.2.3.3 WDs will not be submitted for projects of which any portion has been submitted on a WD and was disapproved during the last ninety (90) day period, unless specifically requested to do so by the Contracting Officer or Contracting Officer Technical Representative.

C.2.3.4 Duplication of work covered by a previous WD will be sufficient basis for disapproval of proposed WDs.

C.2.3.5 The contractor shall redirect all work on any WD when so directed in writing by the Contracting Officer within the available funding limits of this contract.

C.2.3.5.1 The contractor is not authorized to incur hours, materials or subcontracting that exceed the estimate on each executed WD. Any hours, materials or subcontracting in excess of that authorized is at the contractors risk and the Governmetn has no obligation to accept the cost of hours, materials or subcontracting above that authorized. The contractor shall notify the COR and Contracting Officer in writing when incurred cost exceeds seventy-five percent (75%) of the estimated value of each Work Directive.

C.2.3.6 Cost and Performance Status Report

The contractor shall submit monthly reports in a concise management summary format, supported by a detailed Status Report, reflecting the current technical and financial status of the contract. The report shall be prepared in accordance with DI-MGMT-80227 and CDRL A001.

C.2.3.7 Contractor Manpower Reporting

SubCLINs 0002AA,0004AA,0006AA,0008AA and 0010AA. Contractor manpower requirements are described at Clause 52.237-4000.

The contractor shall provide all the Contractor Manpower Reporting Information required in accordance with Section C clause C.6 52.237-4000, Contractor Manpower Reporting.

C.3 ENGINEERING

C.3.1 The contracor shall provide engineering services, supplies and materials required to investigate obsolescence, Technical Data Package (TDP) problems and /or errors and/or inconsistencies as directed by the WD.

C.3.1.1 The contractor shall provide engineering services, supplies and materials as required to diagnose technical problems associated with configuration items as directed in the WD.

C.3.1.2 Drawing Preparation

The contractor shall work to Level 3 when preparing new drawings or revising current drawings for system hardware and its associated support equipment in accordance with standards set forth in the WD. Whenever a find number system is used on an assembly drawing and a separate parts list exist, the parts list shall be made an integral part of the drawing.

C.3.1.3 Engineering Change Proposal (ECP) Preparation

All Class I and Class II ECPs shall be prepared and submitted in accordance with DI-CMAN-80639C and DI-CMAN-80642C and CDRL A002 using ARDEC Forms 312 and 311. Engineering Release Records (ERRs) shall be prepared and submitted in accordance with DI-CMAN-80463 and CDRL A003.

APPENDIX A

Nomenclature	Identifier	Part Number
Computer Electronics Unit	CEU3-17	12993599
		CEU3-18 12997859
Computer Control Panel	CCP4-20	12279324
		CCP4-22 12997863
Redesigned Turret Networks Box	RTNB1-5	12993536
Redesigned Hull Networks Box	RHNB1-3	12993533
Upgraded Tank Commanders Panel	UTCP4-3	12473169

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION.
Acceptance: DESTINATION.

[End of Clause]

E-3 PRODUCT ASSURANCE

The contractor shall review engineering change documentation for correctness and completeness of quality provisions and make appropriate recommendation as necessary to maintain the quality provisions of the TDP. The contractor shall attend program office change review board meetings to advise on reliability and quality impact of changes. The contractor shall advise on the need for test or document changes which may be required by engineering change.

E-4 Quality Program

The contractor shall review all new drawings, drawing/related data and engineering studies to determine the type and amount of inspection test controls to assure that requisite quality of the current production contracts items is achieved.

- a. Studies shall be undertaken monthly, by the contractor, which will assure that the resulting recommended inspection
- b. The Contractor shall maintain documentation as indicated in the WD.

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/ LINE	MIPR/ <u>ITEM</u>	<u>OBLG</u>	<u>JO NO/</u>	<u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	EH35E049EH SM2B0700000	1			AA	\$ 1,450,296.00
TOTAL						\$ 1,450,296.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
AA 97 X4930AC9D 6D 2516 S20113 W56HZV		\$ 1,450,296.00
TOTAL		\$ 1,450,296.00

<u>LINE</u>	<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>
0001AA	AA	97	0X0X4930AC9D S20113 6D0000SM2B07000002516 S20113 W56HZV

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-2 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012
To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATIONG-3 52.242-4011 WORK DIRECTIVES
(TACOM)

FEB/1998

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directive shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours or cost to accomplish the work.
- (4) Completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours or cost which it expects to incur in the performance of a Work Directive, when added to all hours or cost incurred previously in performance of such Work Directive, shall exceed the estimated total hours or cost set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours and cost to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

(End of Clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
 Red River Army Depot: <https://acquisition.army.mil/asfi/>
 Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

H-01 OPTION YEAR ONE

Option Year One cost and fee are established as outlined below and may be exercised during the period from Oct 2013 to Sep 2014. Labor Hours are available for 12 months from contract award date. Option Year One is CLIN 0003AA.

The 10,000 Labor Hours will be available to be exercised during Option Year One.

CLIN	COST	FIXED FEE	TOTAL COST-PLUS-FIXED-FEE
0003AA	\$1,357,064	\$122,136	\$1,479,200

H-02 OPTION YEAR TWO

Option Year Two cost and fee are established as outlined below and may be exercised during the period from Oct 2014 to Sep 2015. Labor Hours are available for 12 months from contract award date. Option Year Two is CLIN 0005AA.

CLIN	COST	FIXED FEE	TOTAL COST-PLUS-FIXED-FEE
0005AA	\$1,384,220	\$124,580	\$1,508,800

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H-03 OPTION YEAR THREE

Option Year Three cost and fee are established as outlined below and may be exercised during the period from Oct 2015 to Sep 2016. Labor Hours are available for 12 months from contract award date. Option Year Three is CLIN 0007AA.

CLIN	COST	FIXED FEE	TOTAL COST-PLUS-FIXED-FEE
0007AA	\$1,411,947	\$127,076	\$1,539,023

H-04 OPTION YEAR FOUR

Option Year Four cost and fee are established as outlined below and may be exercised during the period from Oct 2016 to Sep 2017. Labor Hours are available for 12 months from contract award date. Option Year Four is CLIN 0009AA.

CLIN	COST	FIXED FEE	TOTAL COST-PLUS-FIXED-FEE
0009AA	\$1,440,200	\$129,622	\$1,569,822

Note: All or none of the hours are to be exercised. Incremental exercise of hours is not included. This applies to all option years.

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-13	52.210-1	MARKET RESEARCH	APR/2011
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-16	52.216-8	FIXED FEE	JUN/2011
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-18	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-20	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-21	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-22	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-23	52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP/2010
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-25	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-27	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-28	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-29	52.232-20	LIMITATION OF COST	APR/1984
I-30	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-31	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-35	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-36	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-37	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-38	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-41	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-42	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-43	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-45	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-46	52.249-14	EXCUSABLE DELAYS	APR/1984
I-47	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-48	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-49	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	DEC/2008

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		RELATED FELONIES	
I-50	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-51	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-52	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-53	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-54	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-55	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-56	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-57	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-58	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-59	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAR/2011
I-60	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAR/2011
I-61	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	MAR/2011
I-62	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-63	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-64	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-65	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-66	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-67	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-68	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-69	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-70	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-71	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-72	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-73	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-74	252.246-7001	WARRANTY OF DATA	DEC/1991
I-75	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-76	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

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(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

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(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

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(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs

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(a) Contract date, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of -1- have agreed shall not apply to expenditures made by the United States in -2-, or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of -2-. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of Canada agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in Canada, the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of Clause)

I-80 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-81 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

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52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-83

252.229-7001

TAX RELIEF

JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractors government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert) _____ RATE (PERCENTAGE): _____(Offeror insert)

(b) The Contractors invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 COST AND PERFORMANCE STATUS REPORT	18-SEP-2013	001	EMAIL
Exhibit B	CDRL A002 ENGINEERING CHANGE PROPOSAL	18-SEP-2013	001	EMAIL
Exhibit C	CDRL A003 ENGINEERING RELEASE RECORD	18-SEP-2013	001	EMAIL
Attachment 0001	CCC ENDORSEMENT	18-SEP-2013	001	EMAIL
Attachment 0002	W.D. GDC 2013-1 PROGRAM MGT AND ADMINISTRATION	18-SEP-2013	002	EMAIL
Attachment 0003	W.D. GDC 2013-2 OBSOLESCENCE MONITORING AND REPORTING	18-SEP-2013	002	EMAIL
Attachment 0004	W.D. GDC 2013-3 OBSOLESCENCE MITIGATION	18-SEP-2013	002	EMAIL
Attachment 0005	W.D. GDC 2013-4 CONFIGURATION MANAGEMENT	18-SEP-2013	002	EMAIL
Attachment 0006	W.D. GDC 2013-5 LOGISTICS SUPPORT FIELD SERVICE AND INTEGRATED LOGISTIC SUPPORT	01-SEP-2013	002	EMAIL