

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 53	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-D-0009		3. Effective Date 2013DEC17	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND JESSICA D. WITTENBERG 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: JESSICA.D.WITTENBERG@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 3AR59		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	
Code		Code HQ0337	

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	
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15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$0.00

(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	46
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	17	X	J	List of Attachments	53
X	D	Packaging and Marking	26	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	28		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	35		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	42		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	45				

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 JENNIFER M. MEYER JENNIFER.M.MEYER3@US.ARMY.MIL (586)282-5483
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed 2013DEC17
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JESSICA D. WITTENBERG
 Buyer Office Symbol/Telephone Number: CCTA-HTA-B/(586)282-0082
 Type of Contract: Firm Fixed Price
 Kind of Contract: System Acquisition Contracts
 Type of Business: Foreign Concern/Entity
 Surveillance Criticality Designator: A
 Contract Expiration Date: 2018JAN01

*** End of Narrative A0000 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0353

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

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Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-14-D-0009 is awarded to Canadian Commercial Corporation .

(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.

(d) FAR 52.244-5 applies to CCC's supplier, GT Machining & Fabricating and its subcontractors only, not CCC, as CCC issues letters supporting those offers submitted by Canadian companies IAW DFARS 225.870-3(a), and will therefore not select its first tier subcontractor, GT Machining & Fabricating, on a competitive basis.

(e) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

(f) Reference clauses 252.243-7001 & 252.243-7002, Canadian Contract Cost Principles 1031-2 are to be applied as per Defence Production Sharing Agreement (DPSA) between Canada and the US.

[End of Clause]

A-3 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

Please see Section J, Attachment 0002: TDP Option Selection Worksheet (For CDRL A015 Submission). This is related to 252.227-7017.

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*** END OF NARRATIVE A0001 ***

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>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY THE ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 1001 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 1002 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 1003 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAY AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>(End of narrative A001)</p>				
1001	<p>GENERIC ECHU KIT - 1ST YEAR NSN: 3950-20-003-8784</p>				
1001AA	<p><u>GENERIC ECHU KIT - FIRST YEAR</u></p> <p>COMMODITY NAME: GENERIC ECHU KIT - 1ST YEAR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>CLIN 1001AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203, REV I, dated 09 January 2013.</p> <p>An estimated 80 EA Generic ECHU Kits will be delivered per month starting in June 2014.</p> <p>This Generic ECHU Kit will need to be ordered in conjunction with a seperate HEMTT or PLS Installation Kit, depending on which vehicle the Generic ECHU Kit is going to be installed on.</p> <p>The following CLINs have been established for the seperate installation kits to be ordered in conjunction with CLIN 1001AA:</p>	EST 1619	EA	\$ 24,863.77000	

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN 1101AA: PLS Install Kit - First Year CLIN 1201AA: HEMTT Install Kit - First Year</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
1002	<p>GENERIC ECHU KIT - 2ND YEAR NSN: 3950-20-003-8784</p>				
1002AA	<p><u>GENERIC ECHU KIT - SECOND YEAR</u></p> <p>COMMODITY NAME: GENERIC ECHU KIT - 2ND YEAR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>CLIN 1002AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203, REV I, dated 09 January 2013.</p> <p>This Generic ECHU Kit will need to be ordered in conjunction with a separate HEMTT or PLS Installation Kit, depending on which vehicle the Generic ECHU Kit is going to be installed on.</p> <p>The following CLINs have been established for the separate installation kits to be ordered in conjunction with CLIN 1002AA:</p> <p>CLIN 1102AA: PLS Install Kit - Second Year CLIN 1202AA: HEMTT Install Kit - Second Year</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p>	EST 70	EA	\$ 25,469.54000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
1003	<p>GENERIC ECHU KIT - 3RD YEAR NSN: 3950-20-003-8784</p>				
1003AA	<p><u>GENERIC ECHU KIT - THIRD YEAR</u></p> <p>COMMODITY NAME: GENERIC ECHU KIT - 3RD YEAR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>CLIN 1003AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD 2203, REV I, dated 09 January 2013.</p> <p>This Generic ECHU Kit will need to be ordered in conjunction with a separate HEMTT or PLS Installation Kit, depending on which vehicle the Generic ECHU Kit is going to be installed on.</p> <p>The following CLINs have been established for the separate installation kits to be ordered in conjunction with CLIN 1003AA:</p> <p>CLIN 1103AA: PLS Install Kit - Third Year CLIN 1203AA: HEMTT Install Kit - Third Year</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p>	EST 136	EA	\$ 25,469.54000	
1101	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>PLS INSTALL KIT - 1ST YEAR</p>				
1101AA	<p><u>PLS INSTALL KIT - FIRST YEAR</u></p> <p>COMMODITY NAME: PLS INSTALL KIT - 1ST YEAR</p>	EST 710	EA	\$ 429.15000	

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>Part Number: GT11290002</p> <p>NOTE: NSN to be determined via future global ILS update.</p> <p>CLIN 1101AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD, REV I, dated 09 January 2013.</p> <p>This PLS Install Kit will need to be ordered in conjunction with the seperate Generic ECHU Kit, CLIN 1001AA, when the ECHU is to be installed on a PLS vehicle.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
1102	PLS INSTALL KIT - 2ND YEAR				
1102AA	<p><u>PLS INSTALL KIT - SECOND YEAR</u></p> <p>COMMODITY NAME: PLS INSTALL KIT - 2ND YEAR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>Part Number: GT1129002</p> <p>NOTE: NSN to be determined via future global ILS update.</p> <p>CLIN 1102AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD, REV I, dated 09 January 2013.</p> <p>This PLS Install Kit will need to be ordered in conjunction with the seperate Generic ECHU Kit, CLIN 1002AA, when the ECHU is to be installed on a PLS vehicle.</p>	EST 30	EA	\$ 430.71000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
1103	<p>PLS INSTALL KIT - 3RD YEAR</p>				
1103AA	<p><u>PLS INSTALL KIT - THIRD YEAR</u></p> <p>COMMODITY NAME: PLS INSTALL KIT - 3RD YEAR</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PSC: 3950</p> <p>Part Number: GT1129002</p> <p>NOTE: NSN to be determined via future global ILS update.</p> <p>CLIN 1103AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD, REV I, dated 09 January 2013.</p> <p>This PLS Install Kit will need to be ordered in conjunction with the seperate Generic ECHU Kit, CLIN 1003AA, when the ECHU is to be installed on a PLS vehicle.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 60	EA	\$ 430.71000	

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1201	HEMTT INSTALL KIT - 1ST YEAR				
1201AA	<p><u>HEMTT INSTALL KIT - FIRST YEAR</u></p> <p>COMMODITY NAME: HEMTT INSTALL KIT - 1ST YEAR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>Part Number: GT1129001</p> <p>NOTE: NSN to be determined via future global ILS update.</p> <p>CLIN 1201AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD, REV I, dated 09 January 2013.</p> <p>This HEMTT Install Kit will need to be ordered in conjunction with the seperate Generic ECHU Kit, CLIN 1001AA, when the ECHU is to be installed on a HEMTT vehicle.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 909	EA	\$ 446.49000	
1202	HEMTT INSTALL KIT - 2ND YEAR				
1202AA	<p><u>HEMTT INSTALL KIT - SECOND YEAR</u></p> <p>COMMODITY NAME: HEMTT INSTALL KIT - 2ND YEAR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>Part Number: GT1129001</p> <p>NOTE: NSN to be determined via future global ILS update.</p>	EST 40	EA	\$ 448.63000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN 1202AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD, REV I, dated 09 January 2013.</p> <p>This HEMTT Install Kit will need to be ordered in conjunction with the seperate Generic ECHU Kit, CLIN 1002AA, when the ECHU is to be installed on a HEMTT vehicle.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
1203	HEMTT INSTALL KIT - 3RD YEAR				
1203AA	<p><u>HEMTT INSTALL KIT - THIRD YEAR</u></p> <p>COMMODITY NAME: HEMTT INSTALL KIT - 3RD YEAR CLIN CONTRACT TYPE: Firm Fixed Price PSC: 3950</p> <p>Part Number: GT1129001</p> <p>NOTE: NSN to be determined via future global ILS update.</p> <p>CLIN 1203AA shall be performed IAW Section C, Statement of Work (SOW) and ATPD, REV I, dated 09 January 2013.</p> <p>This HEMTT Install Kit will need to be ordered in conjunction with the seperate Generic ECHU Kit, CLIN 1003AA, when the ECHU is to be installed on a HEMTT vehicle.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p style="text-align: center;">(End of narrative D001)</p>	EST 76	EA	\$ 448.63000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1300	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>DATA REQUIREMENTS</u></p>				
A001	<p><u>CONFERENCE MINUTES</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p>	1	EA	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A002	<p><u>ENGINEERING CHANGE PROPOSAL</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p>	1	EA	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A003	<p><u>REQUEST FOR DEVIATION</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A004	<p><u>PRESERVATION AND PACKING DATA</u></p> <p>CLIN CONTRACT TYPE: No Cost</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>END ITEM FINAL INSPECTION RECORD</p> <p>CLIN CONTRACT TYPE: No Cost</p>			\$ ** NSP **	\$ ** NSP **
A006	<p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>TEST/INSPECTION REPORT</p> <p>CLIN CONTRACT TYPE: No Cost</p>			\$ ** NSP **	\$ ** NSP **
A007	<p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>WELDING PROCEDURES</p> <p>CLIN CONTRACT TYPE: No Cost</p>			\$ ** NSP **	\$ ** NSP **
A008	<p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>PREVIOUSLY QUALIFIED WELDING PROCEDURES</p> <p>CLIN CONTRACT TYPE: No Cost</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p>			\$ ** NSP **	\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A009	<p><u>TECHNICAL MANUALS</u></p> <p>COMMODITY NAME: DATA REQUIREMENTS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2950</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ 292,125.44000	
A010	<p><u>LOGISTICS MANAGEMENT INFORMATION DATA PRODUCTS</u></p> <p>COMMODITY NAME: DATA REQUIREMENTS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2950</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ 19,934.60000	
A011	<p><u>LOGISTICS MANAGEMENT INFORMATION DATA PRODUCTS</u></p> <p>COMMODITY NAME: DATA REQUIREMENTS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2950</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ 2,861.48000	
A012	<p><u>LOGISTICS MANAGEMENT INFORMATION DATA PRODUCTS</u></p> <p>COMMODITY NAME: DATA REQUIREMENTS CLIN CONTRACT TYPE: Firm Fixed Price</p>			\$ 11,022.62000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0009 MOD/AMD

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: 2950 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				
A013	<u>HAZARDOUS MATERIALS MANAGEMENT PROGRAM REPORT</u> CLIN CONTRACT TYPE: No Cost <u>Packaging and Marking</u> FOB POINT:			\$ ** NSP **	\$ ** NSP **
A014	<u>TRAINING SUPPORT PACKAGE</u> COMMODITY NAME: DATA REQUIREMENTS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2950 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination			\$ 11,943.00000	
A015	<u>PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS</u> CLIN CONTRACT TYPE: No Cost <u>Packaging and Marking</u> FOB POINT:			\$ ** NSP **	\$ ** NSP **
A016	<u>CERTIFICATION REPORT</u>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0009 MOD/AMD

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CLIN CONTRACT TYPE: No Cost <u>Packaging and Marking</u> FOB POINT:				
A017	<u>FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT</u>			\$ ** NSP **	\$ ** NSP **
	CLIN CONTRACT TYPE: No Cost <u>Packaging and Marking</u> FOB POINT:				
A018	<u>STATUS REPORT</u>			\$ ** NSP **	\$ ** NSP **
	CLIN CONTRACT TYPE: No Cost <u>Packaging and Marking</u> FOB POINT:				

CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-14-D-0009

MOD/AMD

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 calendar days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.211-4015	CONFIGURATION CONTROL - ENGINEERING CHANGES	DEC/2005
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(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(b) When will Army Contracting Command - Warren (DTA) start processing change requests? We won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is 00.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

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(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPS or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. Army Contract Command - Warren (DTA) will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. Army Contract Command - Warren (DTA) will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

The following Xd item applies to this solicitation:

[X] 1. There is no Technical Data Package (TDP) included with this solicitation.

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[] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: -1-

TDP Link (URL): -2-

[] 3. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

-3-

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/

click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.

[End of clause]

C-4 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER FEB/1998
(TACOM)

Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-5 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996

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(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

- C.1 General Description
- C.2 System Project Management
- C.3 Configuration Management Requirements
- C.4 Military Packaging Documentation
- C.5 Safety
- C.6 Integrated Logistics Support (ILS) Program
- C.7 Hazardous Materials Management Program (HMMP)
- C.8 Manpower & Personal Integration (MANPRINT)
- C.9 Training
- C.10 Reserved
- C.11 Outdoor Storage
- C.12 Reserved

C.1 GENERAL DESCRIPTION

C.1.1 The Enhanced Container Handling Unit (ECHU) shall be produced in accordance with this scope of work and Automotive Tank Purchase Description (ATPD) 2203 Rev I, dated 9 January 2013. The ATPD is incorporated into the solicitation/contract as Attachment 1. The Government will be purchasing Generic ECHU Kits (NSN: 3950-20-003-8784), Heavy Expanded Mobility Tactical Truck (HEMTT) Installation Kits (P/N: GT1129001) and Palletized Load System (PLS) Installation Kits (P/N: GT1129002), with all engineering changes and design improvements required to comply with the ATPD incorporated into the design. In this scope of work, unless otherwise specified, all days are calendar days.

C.2 SYSTEM PROJECT MANAGEMENT**C.2.1 RESERVED**

C.2.2 Integrated Product Teams (IPT's)/Integrated Product and Process Development (IPPD). The contractor shall use IPTs in the management phase of this program. These IPT's shall include Government and subcontractor participation. The contractor shall use IPPD to insure the full integration of all functional areas in the overall program effort.

C.2.3 Data Management. The contractor shall prepare technical data and reports as specified in the applicable Data Item Descriptions (DIDs), DD Form 1664. The data must provide all the specified information, in accordance with the quantities and schedules set forth in the Contract Data Requirements List (CDRLs) and DIDs. Standard DIDs may be found at <http://www.dodssp.daps.mil/assist.htm>.

C.2.4 Electronic Data Delivery. All data and information delivered under this contract shall be submitted in electronic format and in English unless otherwise specified in the CDRL. The file format and delivery method will be dependent upon the file type and size. The files shall be Microsoft Office software version 2007 or earlier compatible by default. Available methods of delivery are: electronic mail attachments, CD ROM or DVD. For all electronic files, File Transfer Protocol (FTP) can be used.

C.2.5 Meetings

C.2.5.1 Integrated Product Team (IPT) Reviews. The contractor will prepare and present quarterly IPT reviews. The focus of these reviews shall address areas of engineering, logistics/publications, quality assurance, safety, packaging, test progress, human factors, Manpower and Personnel Integration (MANPRINT) and production status. The IPT meeting shall be hosted at the location agreed upon by both parties based on the status of discussion topics. There will be no less than a ten (10) business day notice announcing the details of the proposed meeting (CDRL A001).

C.2.5.2 Start of Work Meeting. The meeting shall be held at the contractors facility within 30 days of contract award. The meeting will include a discussion of the Scope of Work and Purchase Description pertaining to all functional areas. The meeting will also be a forum to finalize IPT assignments and membership. (CDRL A001)

C.2.5.2.1 Definition of Start of Work. The Start of Work Meeting is a forum for exchange of ideas to promote satisfactory execution of

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the contract. The start of work meeting will be contractors presentation on cost, schedule and performance planned in fulfillment of the contract to attending government agencies.

C.3 CONFIGURATION MANAGEMENT REQUIREMENTS

C.3.1 Configuration Baseline. The end items will comply with all of the requirements of this contract, including end item ATPD 2203 Rev I and Section C. Except as provided herein, all systems delivered under this contract shall be identical in configuration to the final product configuration baseline of the system.

C.3.1.1 Product Baseline. ECHU configurations shall be IAW ATPD 2203 Rev I (Attachment 0001) and the established configurations as defined by the Bill of Materials (BOMs). In the event of a conflict between the ATPD and other configuration documents (BOM and Engineering Change Proposals (ECPs)), the ATPD takes precedence. Any and all changes made to the configuration baseline/BOM on vehicles under this shall be accomplished through the configuration change process described in paragraphs C.3.2 through C.3.7.

C.3.1.1.1 The Government shall not be responsible for any additional costs to ECHUs or software associated with any changes submitted by the contractor under C.3, nor shall the Government be liable for costs incurred by the contractor due to delay in contract performance which may result from any change submission unless the parties agree otherwise.

C.3.1.2 Product Baseline Approval. Following acceptance of the First Production Unit (FPU), the Procurement Contracting Officer (PCO) shall notify the contractor in writing that the Product Baseline has been established. After this approval the Product Configuration Baseline cannot be changed without a Government approved Engineering Change Proposal (ECP).

C.3.2 Approval of Engineering Changes. Government approval of changes following acceptance of the Product Configuration Baseline shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with contract requirements, including full responsibility for failure in operation of equipment which resulted from changes previously approved by the Government.

The Government reserves the right to require the contractor to perform any of the tests defined in Section C and Section E of this contract prior to acceptance of any change, at no cost to the Government, or to disapprove changes where Government review shows the changes would have an adverse performance safety or functionality affect.

C.3.3 Configuration Changes. Changes to the Product Configuration Baseline shall only be incorporated in accordance with (IAW) the following. The contractor shall propose changes to the established configuration baseline via the submission of ECPs, Value Engineering Change Proposals (VECPs), and Request for Deviations (RFDs). The contractor shall implement configuration control methods and procedures that maintain the integrity and history of the established baseline. Sufficient supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturers data sheets, shall be submitted with ECPs, VECPs, and RFDs. If changes result in decreased cost, the Government may, at the sole discretion of the PCO, require an equitable downward adjustment to the contract price. The contractor shall certify cost impact, and the Government will have the right to conduct post-change audits. If the Government desires a configuration change, the PCO will direct the contractor to submit an ECP.

C.3.4 ECP Definitions. Class I ECP: ECPs that affect any of the following: system performance, part interchangeability, cost, logistics, reliability, safety or delivery schedules. Class II ECP: Class II ECPs have no effect on any of the factors listed above for the Class I ECP definition. Class II will be reviewed by the local Defense Contracts Management Agency (DCMA) Representative for concurrence in classification and forwarded by the contractor on a monthly basis with the Integrated Logistics Support (ILS) Configuration Control Log (in contractor format) to the appropriate Government ILS Manager for tracking/implementation actions.

C.3.4.1 Class I ECP Changes - Contractor Requested. The contractor shall submit copies of proposed Class I ECP changes per DI-CMAN-80639C (CDRL A002) immediately upon determination of a need for such changes. Supporting documentation shall be sufficient to fully understand the Class I ECP. Impact statements for safety, MANPRINT, ILS, technical manuals(TM), packaging, and transportability will be in contractor format. The Government reserves the right to require additional testing and test results for proposed changes. The contractor shall not implement any Class I ECP changes prior to Government approval. Notwithstanding any contractor configuration changes under this provision, the contractor shall not be relieved of its responsibility to conform to the delivery requirements of this contract.

C.3.4.2 Class I ECP Changes - Government Directed. In the event the Government desires a change to the end item configuration, the PCO will request, in writing, a technical/price proposal from the contractor. Copies of ECPs will be submitted per DI-CMAN-80639C (CDRL A002) and forwarded to the PCO within 30 days of the request.

C.3.4.2.1 Technical Data Deliverables and Level of Detail in same. For Class I ECPs, all technical data relevant to any part of the ECP process shall be delivered to the Government. The technical data shall be primarily delivered in the form of drawings, though if requested by the contractor and if approved by the Government, an alternative format proposed by the contractor for the technical data shall be considered; the Government retains the right of final approval or disapproval of the request for alternative format. The level of detail in that technical data shall be IAW CDRL A015 (DI-SESS-81000D). The TDP Option Selection Worksheet referenced in DI-SESS-81000D for drawing delivery is Attachment 0002. Technical data shall be prepared to provide accurate descriptions of: design and engineering, manufacturing, and quality assurance, as necessary to support the need for the change. The Government's rights in the Technical Data delivered under this contract shall be as prescribed in DFARS, including but not limited to clauses 252.227-7013, -7014,

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and -7015.

C.3.4.2.2 Technical Data Format for Government Directed Changes. At the Government's option, the data may be submitted in either contractor format or Government format. In the event Government format is required, the Government will request a pricing proposal.

C.3.4.3 Value Engineering Change Proposals (VECPs). The contractor shall prepare VECPs in the same manner as Class I ECPs.

C.3.4.4 Class II ECP Changes. The contractor may make Class II changes without Government approval, processing these actions on the contractors Standard Engineering Change Form. The Government will review this documentation for the proper classification. If the Government determines that a change submitted as a Class II is actually a Class I, the contractor shall be so notified and shall prepare and submit a Class I ECP in accordance with C.3.4.1.

C.3.4.5 Engineering Change Proposals (ECPs) Control Numbers. The contractor shall request a block of TACOM ECP Control Numbers by letter to AMSRD-TAR-E/PDM/ MS 268. TACOM ECP Control Numbers shall consist of the contractor's assigned three alpha character symbol and the applicable assigned TACOM ECP five digit-1 alpha/4 numeric Control Number. Any required revision identifiers will be made per DICMAN-80639C (CDRL A002). The contractor shall utilize these numbers on an individual basis as a control identifier for ECPs. Once an ECP Control Number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal. The contractor shall maintain records of where and when each ECP number was used.

C.3.4.6 Engineering Change Inspection and Test. The Government reserves the right to inspect the systems or components at contractor expense in order to determine whether changes submitted by ECP should be approved. Any production or delivery delays caused by Government re-inspection will not be considered as excusable delay under the Default clause. In addition, such delays shall not be the basis for an upward adjustment in contract prices or an extension of delivery schedule. The Government reserves the right to conduct additional testing at contractor expense if the Government believes any proposed engineering change may have a potential negative impact on the ability of the product to meet the requirements of the performance specification.

C.3.5 Request for Deviation (RFD). During the performance of this contract, if the contractor finds it necessary to deviate from a particular performance requirement of the specification, drawing or other document for a specific number of units or a specified period of time, the contractor shall seek written authorization from the Government by completing a RFD. Under no circumstances shall submission or approval of an RFD be the basis for a contract price increase.

C.3.5.1 RFD Definition. A RFD is submitted before commencing production and is a onetime request for authorization to deviate from a requirement of the performance specification or contract. Deviations cover the whole of the anticipated production run under the contract.

C.3.5.2 RFDs General.

C.3.5.2.1 Format. When considered necessary by the contractor, an RFD shall be submitted per DI-CMAN-80640C (CDRL A003).

C.3.5.2.2 Procedures. RFDs affecting safety are not authorized. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change would be permanent, the contractor shall process an ECP.

C.3.6 Effectivity Certification. Changes resulting from Class I ECPs, VECPs and RFDs shall be incorporated into the production line through contract modification. Actual cut-in of these changes shall be at a single END ITEM cut-in point. Each ECP, VECP, RFD shall be applied to the production line at one time in its entirety. The contractor shall maintain the original effectivity point certification on file.

C.3.7 Electronic Data Delivery for Submittal of Configuration Data. The contractor shall submit ECPs/VECPs/RFDs to the Government electronically. These data submittals shall be in Adobe Acrobat-Pdf file extension.

C.3.8 Treatment and Painting. The E-CHU shall be cleaned, treated, primed and painted in accordance with MIL-DTL-53072 After cleaning, treating and priming all metal surfaces shall be painted in accordance with MIL-DTL-53072, Black - chip #37030. Surfaces not painted shall be treated against corrosion or shall be fabricated of materials not requiring treatment. Hydraulic cylinder rods, seals, and removable pins shall not be painted.

C.4 MILITARY PACKAGING DOCUMENTATION

C.4.1 Shipment and Storage (S&S) Instructions. The contractor shall update the S&S instructions IAW DI- PACK-80121B (CDRL A004) as required due to any design changes that affect shipment and storage.

C.4.1.1 ECHUs shall be shipped using manufacturers commercial procedures, provided they will protect equipment for immediate shipment and use, and for outdoor storage without corrosion or degradation of any and all parts of kit, not to exceed 365 consecutive days from the acceptance date, unless otherwise specified.

C.5 SAFETY

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C.5.1 Safety Engineering Principles and Program. The contractor shall follow good safety engineering practices as established by the industry consensus standards and other pertinent regulations. The contractor shall maintain a system safety organization or function with lines of communication between system safety and other functional elements of the program to include overall management. The system safety organization should have the authority, or shall have the means, to acquire the authority for resolution of identified hazards.

C.6 INTEGRATED LOGISTICS SUPPORT (ILS) PROGRAM

C.6.1 ILS Program. The contractor shall plan, manage, and execute an ILS program for the ECHU.

C.6.1.1 ILS Program Requirements

a. Analyze the Logistics support requirements of the ECHU.

b. Update and deliver an ECHU Logistics Support Package which consists of: Technical Manual(s) Parts Provisioning Data (C.6.1.4) and a Training Support Package (C.9).

c. Support Test of the ECHU Logistics Support Package, the ECHU Logistics Demonstration (C.6.1.3.4), Technical Manual Validations and Verifications (C.6.1.3).

C.6.1.2. In meeting these requirements, the contractor shall be responsible for planning, managing and ensuring ILS considerations are an integral part of the overall system development effort.

C.6.1.3 Logistic Support Products.

C.6.1.3.1 ILS Support - Technical Manual (TM). The contractor shall convert TB 9-3950-253-13P into a field level Technical Manual, in Work Package (WP) format utilizing MIL-STD-40051-2 current at time award; Preparation of Digital Technical Information for Page based Technical Manuals and MIL-HDBK-1222C, Work Package Style and format. All VECP/ECP design changes and DA 2028s shall be incorporated into the manual. TM designator and authentication block number(s) will be furnished by the Government (CDRL A009).

C.6.1.3.2 Technical Manual Validation. With exception of grammar and artwork changes, the contractor shall ensure the complete accuracy and usability of the manual procured under this contract by conducting a 100% validation of technically changed work packages in this effort. The contractor shall maintain adequate validation records. The Government reserves the right to witness the validation and to verify the contractor's validation records at any time during the contract performance period.

C.6.1.3.3 Validation method is at the discretion of the contractor, however, the Government reserves the right to require hands-on task performance of selected operation and maintenance procedures in a non-destructive mode. Required validation shall be conducted at the contractors facility. The contractor shall be responsible for all validation support.

C.6.1.3.4 ECHU Logistics Demonstration and Manual Logistics Demonstration (LD)/Verification. The contractor shall make available a validated draft technical manual including Repair Parts and Special Tools List (RPSTL) and operational links for the purpose of conducting a combined LD/verification of the technically changed work packages. The verification will test the usability and adequacy of the validated procedures for the target mechanics including tool requirements, facilities and time estimates in the Maintenance Allocation Chart (MAC). The Logistics Demonstration will validate the accessibility of the ECHU for maintenance procedures. At the Governments discretion, these tasks may be verified using desktop methods rather than a hands-on verification.

C.6.1.3.5 Combined LD/verification is as a contractor supported function to be performed by Government target audience at a date and time mutually agreed to and consistent with the Final Reproducible Copy TM delivery date specified in CDRL A009. The contractor's LD/Verification schedule will be discussed with the Government 30 days prior to the start of LD/verification. The contractor shall provide the facilities, tools and parts necessary for non-destructive verification of the TM procedures. At the Governments discretion, these tasks may be verified using desktop methods rather than a hands-on verification.

C.6.1.3.6 Updates to manuals prior to final draft. At no additional cost to the Government, the contractor shall incorporate changes, additions and deletions resulting from the LD/verification processes identified above. The final manual delivered under this contract shall reflect the Government approved ECHU product configuration baseline.

C.6.1.3.7 Changes to delivered or published manuals. Changes to manual data resulting from Government actions that occur after Final Reproducible Copy (FRC) delivery or official Government printing/distribution will be negotiated with the contractor and initiated as a formal modification to this contract.

C.6.1.4 Provisioning Program. The contractor shall update all parts and components requiring provisioning due to ECPs, design changes, and DA 2028s, and update the Provisioning Master Record (PMR) accordingly. The provisioning program for the ECHU requires the contractor to develop a database that will provide the Government with data IAW MILT-STD-1388-2B. The provisioning program creates the PMR which is stored on the Government database. The PMR will contain all data for the assemblies, sub-assemblies, spare parts and kits to include COEI, BII, Expendable Materiel and Items List (EMIL) Additional Authorized Items (AAL), and Special Tools required to support the ECHU.

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(CDRL A010)

C. 6.1.4.1 Logistics Management Information Summaries/Pre-procurement Screening (DI-ALSS-81530, CDRL A011) (For guidance see DI-V-7016F)

a. The contractor shall conduct pre-procurement screening for all items to be provisioned. Drawings and technical data are not required for items accompanied by a copy of pre-procurement screening which indicates the item has a valid National Stock Number (NSN).

b. The contractor shall provide the following:

(1) Two hard copies of your Logistics Management Information (LMI) Data Product. Two copies of the Logistics Support Analysis (LSA) 036 Report, Provisioning Parts List (PPL) format are acceptable.

(2) Two copies of the tech data for each part listed on the LMI Data Product Report that does not have an NSN.

c. The contractor shall insure that all submitted LMI Data Products are compatible with the government provisioning data base. The data shall be capable of being loaded into the Government Provisioning Master Record (PMR) without any modification to the data.

d. The contractor shall correct rejects within 7 days after notification of noted problems.

C. 6.1.4.2 Logistics Management Information Products/Supplementary Provisioning Technical Documentation (SPTD)/Drawings (DI-ALSS-81530) (CDRL A012). For guidance see Supplementary Provisioning Technical Documentation (SPTD) DI-V-7000A. The contractor shall provide two hard copies SPTD/drawing for each item requiring provisioning for Government review. These drawings shall include a parts list, detail and assembly drawings, interface control data, diagrams, performance characteristics and details of material for each Assembly, Sub-Assembly and Spare Parts on the ECHU system.

a. The drawings/tech data shall be in Provisioning List Item Sequence Number (PLISN) sequence.

b. After approval of each drawing/tech data as being suitable for NSN assignment, the drawing shall be submitted on a CD in Adobe Acrobat PDF file, 30 days after completion of each Provisioning Review.

c. Text on all drawings/tech data shall be in the English Language.

d. The contractor shall have all approved vendor Commercial and Government Entity (CAGE) Code typed, stamped or written legibly with an authorized signature and date cited on all drawings/tech data.

e. Substitutes for drawings/tech data, such as commercial catalogs or catalog descriptions, sketches or photographs with brief descriptions or dimensions, material, mechanical, electrical or other descriptive characteristics) do not apply. Use of such data substitutes is permitted only by exception, on a case by case basis, by the responsible Provisioning/Cataloging representative.

C. 6.1.5 Logistics Demonstration (LD) Testing for the Logistics Support Package. The contractor shall support a government conducted, joint LD concurrently with the TM Verification. The contractor shall provide facilities to support the LD. These facilities shall include a shop area for lifting operations and all tools and diagnostic equipment required to perform all operations and maintenance tasks in any technically changed work packages. The contractor shall supply ECHU familiarization, all technical manuals, consumable supplies, and parts special and common tools likely to be used or consumed in performing the LD tasks. The LD will be jointly performed by Government personnel and contractor personnel if required. It may include multiple performances of all scheduled maintenance tasks. The Government and contractor shall informally decide tasks and sequences; if there is disagreement, the final task choice will rest with the Government.

C.7 HAZARDOUS MATERIALS MANAGEMENT PROGRAM (HMMP)

C.7.1 Hazardous Materials Management Program (HMMP) Report. The contractor shall prepare a Hazardous Material Management Program Report which shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. This report shall be prepared in accordance with National Aerospace Standard 411, section 4.4.1 per DI-MISC-81397, CDRL A013.

C.7.2 Hazardous Materials. No asbestos, radioactive materials, mercury, hexavalent chromium (electroplating and coatings processes), cadmium (electroplating), or other highly toxic or carcinogenic materials as defined in 29 CFR 1910.1200 shall be used on the ECHU without prior approval from the government. Class I and Class II Ozone Depleting Substances shall not be used.

C.8 MANPOWER & PERSONAL INTEGRATION (MANPRINT)

C.8.1 MANPRINT considerations shall be incorporated throughout the duration of this contract as follows:

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C.8.2 Human Factors Engineering. Any modifications to the existing unit configuration shall be analyzed by qualified human factors engineering personnel to substantiate that the man-machine interface is not degraded by the change. If degradation occurs, appropriate actions will be taken to upgrade the changed area to its previous state as a minimum at no additional charge to the Government.

C.9 TRAINING

C.9.1 Training Support Package (TSP) (CDRL A014): The contractor shall update the existing Instructor Guide (IG) and a Student Guide (SG) to reflect the changes made to the TM in C.6.1.3. The IG and SG shall address ECHU safe operation and, if required Preventive Maintenance Checks and Services (PMCS). The Government will provide the latest copy of the IG and SG (Attachment 0003) for updating.

C.10 RESERVED

C.11 Enhanced Container Handling Unit (ECHU) Outdoor Storage

C.11.1 The contractor shall provide ECHU outdoor storage sufficient to hold up to 300 ECHUs with corresponding installation kits for a period not to exceed 365 consecutive days from the acceptance date, unless otherwise specified. The storage costs shall be incorporated in the Generic ECHU Kit pricing on CLINs 1001, 1002 and 1003. The ECHUs shall remain in storage until the contractor receives shipping instructions from the Government.

C.11.2 The contractor is responsible for transportation of ECHUs to the storage location. The contractor is solely responsible for the ECHUs during the period of storage. Any necessary maintenance and repair resulting from said storage (includes transportation to and from the storage facility) will be the responsibility of the contractor.

C.11.3 Contractor agrees to provide:

- a. All blocking and bracing required to stack ECHU crate on top of ECHU Front Lift Adapter (FLA) pallet and storage as a set (see section D)
- b. Provision of tarp and straps to cover chipboard ECHU crate
- c. Labor to block, brace, stack and tarp ECHU sets as well as move ECHUs into adjacent yard
- d. All snow removal for the duration of this contract's period of performance to permit access to stored units for shipping purposes.

C.12 RESERVED

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

SECTION D PACKAGING AND MARKING

D.1. Preservation and Packaging

D.1.1 Contractor generated data deliverables (software, technical data, reports, etc.) shall be preserved and packed sufficient to ensure safe delivery. Unless otherwise specified, all data deliverables shall be in English.

D.1.2 All Enhanced Container Handling Unit (ECHU) kits, including HEMTT and PLS Installation kits shall be preserved and packaged to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one (1) year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging.

D.1.2.1 All ECHU Kit components shall be free of dirt and other contaminants. Coatings and preservatives applied to an item are not considered contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, water proof and/or water proof barriers. Components requiring protections from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

D.1.3 The contractor shall assemble an overseas type, wood cleated, panel board shipping container to ship and store ECHU kit components minus the Front Lift Adapter (FLA). Each shipping container shall be designed to allow for remove of top panel and one side panel. Use of commercially available screws of sufficient length and diameter shall be used to secure and remove the top panel and one side panel of the shipping container. The shipping container shall be designed and constructed that the contents will be contained within and damage free, plus endure minimal damage to the shipping container during shipment, storage, and subsequent handling.

D.1.3.1 The contractor shall apply outer (2 EA required) and centrally located (1 or 2 EA required) wood skids to the shipping container. The outer wood skids must be placed 1-1/2 inches inward from bottom edge of container width and run along length of the shipping container. A center wood skid shall be located equal distance from the outer edges of the shipping container width and run along length of shipping container. Actual number of center wood skids shall be determined by the actual size and weight of the wood container plus contents. Skids shall be fabricated from 2 x 6 lumber stock with 45 degree beveled ends and be of sufficient thickness to accommodate side and frontal entry by material handling equipment. Slots shall be cut into skids at appropriate locations for application of steel banding.

D.1.3.2 Steel bands, heavy duty, coated finish, flat strapping, \be x 0.044 with heavy duty type seals (reference American Society for Testing and Materials (ASTM) D3953) shall be applied to each shipping container. Apply two (2) bands over lengthwise cleats including top and bottom cleats. Two (2) steel bands shall also be applied over the end cleats, top and bottom. Banding shall be securing to the cleats with staples. Cross tie seals may be used in lieu of staples (reference ASTM D4675)

D.1.3.3 Each shipping container must meet only the schedule A and schedule F performance level requirements in accordance with ASTM D4169 Standard Practice for Performance Testing of Shipping Containers and Systems with acceptance criteria 1, assurance level II, and distribution cycle 1. Section 5 Test Specimen and Section 6 Conditioning requirements of ASTM D4169 are exempt from this level of effort.

D.1.4 The FLA shall be placed onto a heavy-duty wood pallet constructed in the following application. The length and width of pallet shall exceed the maximum length and width of FLA by 2 inches in any direction when FLA is placed in a horizontal position. Each 2 x 12 lumber deck member shall be nailed to 4 x 4 skid (3 or 4 EA required) using 3-1/2 (16d) coated, common nails in sufficient manner and quantity to prevent separation from skids.

D.1.4.1 Use two (2) 2 x 6 lumber to form mid-sectional rub rail that measures 24 inches in length with 45 degree beveled ends and be placed in exact lengthwise center (3 or 4 EA required). Each mid-sectional rub rail shall be nailed to skid using 3-1/2 (16d) coated, common nails in sufficient manner and quantity to prevent separation from skids.

D.1.4.2 Use two (2) 2 x 6 lumber to form front and back sectional rub-rails that measure the length required with 45 degree beveled ends (3 or 4 EA required). Both front and back sectional rub-rail shall be set back 2-7/8 from both ends of 4 x 4 skids. Front and back sectional rub-rail shall maintain a 12 distance from mid-sectional rub rails (REF: D.1.4.1). Each front and back sectional rub rail shall be nailed to skit using 3-1/2 (16d) coated, common nails in sufficient manner and quantity to prevent separation from skids.

D.1.4.3 Steel bands, heavy duty, coated finish, flat strapping 1-1/4 with heavy duty type seals (reference ASTM D3953) shall be applied

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to secure the FLA to the heavy duty wood pallet without damage or disfigurement to the FLA. Strapping shall be secured by use of metal strapping clips of appropriate size and then crimped into place as determined by the contractor.

D.1.5 Reserved

D.1.6 The shipping container and associated wood pallet shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container and associated wood pallet shall be capable of multiple handling, shipment by any mode, being placed into storage under favorable conditions for a minimum of one year and suitable for redistribution without additional repackaging.

D.2 MARKING

D.2.1 Each non-manufactured wood container shall be marked to show the conformance to the IPPCS. The quality mark shall be placed on both ends of the outer packaging, between the end and cleats or battens and on two sides of the box.

D.2.2 The words REMOVABLE TOP shall be stenciled on each top panel of each wood container using 1-3/4 inch high characters and waterproof black ink. The words REMOVABLE SIDE PANEL shall be stenciled on one (1) side panel of each container using 1-3/4 inch high characters and waterproof black ink.

D.2.3 All data deliverables referenced in Paragraph D.1.1 shall be identified by the prime contract number, name, and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.4 All material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3), data 29 OCT 2004, including bar coding. The contractor is responsible for application of special markings including, but not limited to, shelf life, structural and special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-5	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: GT Machining & Fabricating LTD 3AR59
7 Kellwood Cres., Napanee, ONT., Canada K7R3M3

ACCEPTANCE POINT: GT Machining & Fabricating LTD 3AR59
7 Kellwood Cres., Napanee, ONT., Canada K7R3M3

[End of Clause]

E-6	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	NOV/2012
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When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 PRODUCT ASSURANCE AND TEST

E.1.1 Quality Program/System. The Contractor shall develop, implement, and maintain a quality system acceptable to the Government for all supplies and services to be provided under this contract. The quality system shall, as a minimum, meet the requirements of the most

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version of American National Standards Institute (ANSI)/International Organization for Standardization (ISO) /American Society for Quality (ASQ) Q9000 Series or an equivalent standard. The Contractors Quality System requirements shall apply at the place of product in-process and final assembly. The quality system shall address all software and hardware contractual requirements. The quality system and manual shall follow the guidelines within the most recent ISO 9000 Series.

E.1.1.1 The Contractor shall have a supplier quality assurance program that defines the appropriate, most recent ANSI/ISO/ASQ Q9000 Series or equivalent quality system requirements for Tier 1 suppliers. The Contractors supplier quality assurance program shall assure each supplier has a documented quality system which includes development, implementation, and maintenance of control plans for all supplied products. The Contractors supplier quality assurance program shall be documented as part of the quality manual or referenced within.

E.1.1.2 Prime Contractor's documentation verifying their review and acceptance of the subcontractors quality assurance system and control plans shall be made available for review upon Government request. If determined to be acceptable, the Prime Contractor shall use the subcontractor's accepted system when conducting supplier quality audits. The Government reserves the right to perform quality audits/reviews at the prime contractors and subcontractors facilities.

E.1.1.3 Quality Planning. The Contractor and subcontractors shall establish Product Quality Plans and Control Plans that define the steps necessary to ensure that the product meets the customers needs and expectations in a timely matter. The Contractor and subcontractors shall assign responsibility for organizing a cross-functional team to a member of its own management staff. The cross-functional team shall use a multi-disciplinary approach for decision making that utilizes quality planning and control plan techniques that ultimately define and document how the requirements for quality will be met. Team actions shall include:

- a. Development/finalization of special characteristics.
- b. Development and review of both Design and Process Failure Mode and Effects Analysis (FMEAs).
- c. Development of control plans.
- d. Utilization of analytical tools for both the design and production phases.

NOTE: Cross-Functional teams typically include the supplier's design, manufacturing engineering, quality, production, purchasing, packaging, service, other personnel as required and, if applicable, sub-contractor participation.

E.1.1.4 Production Part Approval. The Contractor and subcontractors shall demonstrate that its processes have the capability of meeting design and/or specification requirements prior to the first shipment of product. The product(s) shall be validated in accordance with the control plan developed by the suppliers cross-functional team and approved by the Contractor.

E.1.2 Final Inspection Record (FIR). The contractor shall prepare a Government approved Final Inspection Record (FIR), in contractor format, in accordance with DI-QCIC-81068 (CDRL A005). The contractor shall utilize this accepted FIR as an inspection tool for each ECHU produced. The FIR shall be organized to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each ECHU characteristic/function inspected to verify item conforms to contract requirements and is defect free. As a minimum, the FIR shall have blocks for the inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. Suggested guidance for FIR development/execution is contained in MIL-STD-40001A.

E.1.2.1 The FIR shall be continually updated to reflect all engineering and/or manufacturing changes that impact the FIR. The contractor shall submit the completed and certified copy of the FIR to the Government inspector with each item inspected and offered for acceptance by the Government. Deficiencies discovered and corrective actions applied during inspection by the contractor shall be described in writing and included as part of the FIR.

E.1.2.2 If the contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, the contractor must obtain written approval from the Government prior to employing any other form for this purpose.

E.1.3 Follow On Production Test (FPT).

E.1.3.1 At the Governments discretion, one (1) PLS ECHU and one (1) HEMTT-LHS ECHU may be selected for FPT. The units selected shall be subjected to inspections by both the Contractor and the Government IAW ATPD 2203 Rev I. At the time of said inspection, the Contractor shall make available to the Government representatives, all records of prior inspection, tests, Qualified Product List (QPL) documentation, vendor quality requirements, drawings, and certifications.

E.1.3.2 The contractor shall prepare a FPT report IAW DID DI-NDTI-80809B (CDRL A006) and submit NLT 30 calendar days after conducting FPT. The Contracting Officer shall, by written notice to the Contractor within 20 calendar days after receipt of the FPT report, approve, conditionally approve or disapprove, the FPT. A notice of conditional approval shall state any further action required of the

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Contractor.

E.1.3.3 If the FPT is disapproved by the Government, the Contractor may be required, at the discretion of the Government, to repeat any or all of the FPT. After notification of the additional inspections, the Contractor, at no increase in contract price, shall make any necessary changes, modifications, or repairs to the FPT unit. The Government has the discretion to select another production unit for FPT in lieu of the original first production unit. Upon completion of additional inspection, the Contractor shall again submit an inspection report. The Contractor shall bear the responsibility for delays resulting from additional FPT.

E.1.4 Quality Conformance Inspection (QCI). Each unit produced shall undergo a complete final inspection by the contractor to the degree necessary to assure a defect-free product. This inspection shall include those Section 3 requirements as referenced in ATPD 2203 Rev I, Table III. The QCI shall be conducted and documented using a contractor-prepared and Government-approved FIR.

E.1.5 Certification Requirements. Certification for those items identified in Table I of ATPD 2203 Rev I, shall include the documentation reviewed and a statement of the depth of the examination and results. If the documentation being reviewed cannot be certified, the report shall so state and list the reasons; i.e., deficiencies, conflicting data and other applicable items. Certification shall be available for review by Government personnel at the time of FPT. (CDRL A016).

E.1.5.1 In the event that particular certifications are not acceptable to the Government, the contractor shall conduct additional examinations/tests or provide additional documentation as required verifying the certification at no additional cost to the Government.

E.1.5.2 Recertification. The contractor shall provide a new certification whenever a change is made:

- a. In the process used to produce a certified product.
- b. In the legal requirement for a standard of a certified product.
- c. In the supplier of a certified product.
- d. In the event of a new contract/rebuy.
- e. in location of production facility.

E.1.5.3 Process Certification. Process certifications, when required, shall include:

- a. A written description of the process.
- b. Written instructions to those who conduct the process.
- c. Written instructions to those who assure the process occurs.

E.1.5.4 Material Certification. When a material certification is required, it shall include a copy of the material analysis and a statement of certification. All material purchased shall include a copy of the purchase order for review.

E.1.5.5 Test Certification. When a test certification is required, it shall include the following information as substantiation:

- a. Drawing number.
- b. Specification title, number and edition.
- c. Grade or type for which the product was tested.
- d. Number of specimens tested.
- e. Requirements and actual results obtained.
- f. Purchase orders for subcontracted products
- g. Statement of Certification

Subcontracting does not relieve the contractor of providing the above information as part of the certification.

E.1.5.6 RESERVED

E.1.5.7 Compliance Certification. When a compliance certification is required, it shall be provided, to the specific contract requirements, with a statement indicating that the contractor complies.

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E.1.6 Inspection Equipment. Except as otherwise expressly provided for under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to insure that the end item/components conform to contract requirements. All contractor inspection equipment shall be available for use on or before the start of production. The contractor shall make inspection equipment available to the Government Inspector, upon request, for end item or component inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment will be returned to the contractor. All inspection and test equipment used by the contractor shall be included in a Calibration System as part of the Quality System.

E.1.7 Certified Final Fixture. The contractor shall develop, implement and maintain a certified fixture to measure completed ECHUs for critical dimensions and warpage.

E.1.8 Welding Requirements.

E.1.8.1 Welding Design. The Contractor shall ensure that all steel and aluminum weldments meet the design and fabrication requirements in American Welding Society/Canadian Standards Association (AWS/CSA) D 1.1 and (AWS/CSA) D1.2 or approved equivalent.

E.1.8.2 Welding Procedures. Prior to production, the Contractor is responsible for developing welding procedures IAW AWS/CSA weld code requirements or Government approved equivalent and submit the Contractors draft version to the procuring activity for approval (CDRL A007). The use of pre-qualified weld joints as specified in AWS/CSA D 1.1 does not preclude submittal of welding procedures. Repair welding of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product. The Contractor, at its option, can utilize the TACOM Ground Combat Welding codes for Qualifying and repair of non-ballistic or ballistic welding processes.

E.1.8.3 RESERVED

E.1.8.4 Previously Qualified Procedures. If the Contractor previously qualified welding procedures under another DOD contract, the PCO may waive the requirements of paragraphs E.1.8.2 and E.1.8.3. The Contractor must submit such a request to the PCO in writing, identifying the previous contract(s) under which the Contractor qualified procedures that produced acceptable workmanship specimens. The Contractor may use previously qualified weld procedures provided all the following requirements are met:

- a. The weld procedure was qualified and approved on a previous DOD contract
- b. The Contractor has certified welders and equipment
- c. There was no break in production for more than six months
- d. A favorable quality history

If the Contractor meets these requirements, and wants approval to use previously qualified weld procedures, the Contractor must submit a written request to the PCO. The request shall contain proof of previous qualifications and a summary of the Contractors quality history (CDRL A008).

E.1.8.5 Welder Qualification. Before the Contractor or its suppliers assign any welder/operator to perform manual, semi-automatic, or automatic welding, the Contractor shall ensure that all welding equipment used in the performance of this contract has been certified and that the Contractors welders/operators have passed qualification testing as prescribed in the applicable qualification standard identified in paragraphs E.1.8.2 or E.1.8.3.

E.1.8.6 Visual Weld Inspection. The Contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractor inspectors may be based on:

- a. current or previous certification as an AWS/CSA Certified Welding Inspector; or
- b. current or previous certification by Government approved equivalent; or
- c. inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of well documented, formal training or experience, or both, in metals fabrication, inspection, and testing.

E.1.9 Product Quality Deficiency Reports - Field Generated. The contractor shall investigate and provide failure analysis and corrective action to all Product Quality Deficiency Reports (PQDR's), Standard Form 368, generated against supplies produced under this contract. The contractor shall provide a report which includes the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action and/or interim action. The proposed effectivity point shall be identified by ECHU serial number. All costs related to PQDR investigations including: lab analysis, exhibit transportation/shipping, replacement hardware, etc. are the contractor's responsibility. For all PQDR investigations that identify deficiencies attributable to contractor workmanship and/or product nonconformance, the contractor shall provide replacement components; the specific replacement components shall be identified by the

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Government PQDR Action Officer. Corrective actions requiring configuration changes shall follow the Configuration Management requirements as specified in C.3. (CDRL A017).

E.1.9.1 A final written response, in contractor format, shall be submitted for each PQDR received. If a final response is not ready for submittal, the contractor shall submit an interim response detailing the status of the investigation. The response shall report on the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action, interim action and contractor's position with respect to repair or replacement parts. (CDRL A017).

E.1.10 Qualified Products. Certain specifications referenced in this contract have a Qualified Product List (QPL). The contractor shall utilize items only from vendors specified in the applicable QPL. The contractor shall document the acquisition of all QPL items with listing of suppliers, quantity, and date of QPL, in addition to purchase order. Such QPL documentation shall be made available to the Government upon request.

E.1.11 Changes In Suppliers. If the contractor elects to change sources of supply after contract award, the Government shall be notified. In the event of a deficiency detected on the new suppliers product based on poor workmanship or a non-conformance, the Government reserves the right to require the contractor to conduct additional tests/examinations. All costs associated with additional tests/examinations shall be the contractor's responsibility. Any production or delivery delays caused by retesting will not be considered an "excusable delay" under the default clause. Further, such delays shall not form the basis for an upward adjustment in contract price or an extension to the delivery schedules.

E.1.12 Drawings For Inspection. When requested, the contractor shall make available to the Government Representative, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated herein. Upon completion of production inspection and acceptance by the Government Representative, all drawings and specifications will be returned to the contractor.

E.1.13 Material Review Board (MRB). The contractor shall establish a MRB (and associated procedures/processes), whose function is to determine the disposition non-conforming material (product, processes, etc.). A designated Government representative shall be a member of the MRB. Typical disposition classifications include, but are not limited to: scrap, repair, rework, return to vendor, and use-as-is. Government approval shall be required for MRB actions given disposition of repair or use-as-is. The Government reserves the right to review any/all MRB actions at its discretion.

E.1.13.1 Both standard and nonstandard repair procedures shall include instructions for reprocessing material after repair and shall specify all contractor inspections required. The Government shall review and concur on all proposed repair procedures. The contractor shall not consider a new standard or non-standard repair process until all assignable causes of variance or omitted processes (or process steps) have been eliminated and corrected. The Government's review or concurrence of a repair procedure shall not bar the Government's right to reject the material if the Government determines that the repair does not adequately correct the non-conformity to an acceptable level.

E.1.13.2 Definitions.

a. Critical Non-conformance. A non-conformity that is; likely to cause a hazardous/unsafe condition for individuals operating/maintaining/transporting the item and/or will likely result in catastrophic failure/damage to the item.

b. Major Non-conformance. A non-critical non-conformity that is likely to prevent performance of essential mission functions, and/or likely to cause degraded usability of the item for its intended purpose.

c. Minor Non-conformance. A non-major/critical non-conformity that is NOT likely to cause degraded usability of the item for its intended purpose and/or is a departure from established standards; having minimal effect on: form, fit, function, maintainability, reliability, durability, and performance of the item.

d. Repair Disposition. Repair is the use of an approved procedure/process designed to reduce, but not completely eliminate the nonconformance and render the materiel fit for use. Government approval is required to accept this disposition.

e. Rework Disposition. Rework is the reprocessing of non-conforming materiel to make it conform completely to contract requirements.

f. Use-As-Is Disposition. Use-As-Is is a disposition of materiel with one or more minor non-conformities that have been determined (by MRB) to be usable for its intended purpose in its existing condition. Government approval is required to accept this disposition.

E.1.13.3 In the case of repair and use-as-is MRB dispositions, the contractor shall submit only minor non-conformities for Government approval. In all cases, the onus is on the contractor to provide adequate proof the materiel is usable.

E.1.13.4 A Government review of the contractors MRB process shall be executed before the MRB process can be initiated. If at any time

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during contract execution it is determined that the contractor has submitted unacceptable dispositions or exceeded its authorization, MRB authority may be suspended or placed on probation. Examples of reasons for suspension or probation are:

- a. Processing of critical or major non-conformities as repair or use-as-is.
- b. Processing minor non-conformities without board member and Government representative signatures.
- c. Inadequate engineering analysis.
- d. Lack of permanent corrective action.
- e. Lack of non-conforming materiel identification and isolation.
- f. Misuse of standard repairs.

If the contractors MRB authority is suspended or is placed on probation, the contractor shall provide a corrective action, acceptable to the Government, which addresses the causal factors relative to the suspension/probation action.

E.1.13.5 The contractor shall develop and maintain a data system for recording and analyzing nonconformance information. Typical data captured/analyzed are:

- a. Quantity of nonconforming items
- b. Recurrences (number and type)
- c. Cause determinations
- d. Corrective actions (status and delinquent actions)
- e. Dispositions (number and type)
- f. Costs related to each type of disposition (rework, repair and scrap)

E.1.14 Corrective Action Board (CAB). The contractor shall establish a CAB consisting of management representatives of appropriate contractor organizations with the level of responsibility and authority necessary to assure that the root cause(s) of nonconforming material (product, process, etc.) has been identified and that corrective actions are timely and effective throughout the contractor's organization. The CAB shall have the authority to require investigations and studies necessary to define essential corrective actions which will result in reducing costs associated with scrap, rework and repair, and reductions in the amount of nonconforming material (product, process, etc.). The contractor shall develop minutes and/or reports associated with CAB activities (CDRL A018). The Government reserves the right to participate in, or become a member of, the CAB.

E.1.15 Failure Analysis, Root Cause, and Corrective Action Request. The contractor shall perform Failure Analysis, Root Cause, and Corrective Action for deficiencies identified during fielding/deprocessing when requested in writing by a Government representative. Failure Analysis, Root Cause, and Corrective Actions shall be documented and provided for government review upon request.

E.1.16 Monthly Production Verification Testing

E.1.16.1 Control Test (CNT). Control tests for demonstrating continuous control of manufacturing operations and total system functionality shall be conducted by the contractor at the manufacturing facility. The Governments inspection representative shall randomly select a single production ECHU unit during every other production month beginning with the first production month for CNT.

E.1.16.2 Test Procedure. The contractor shall perform a CNT of the specified ECHU unit every other month beginning with the first production month mounted on a Palletized Load System (PLS) M1075 GFE provided as a test platform for all system level quality control testing. The contractor may temporary modify as necessary the GFE, to allow for quick installation of the FLA stowage unit, ECHU control systems, sensors, and rear slider assembly. Any modification to the PLS M1075 GFE shall be removed prior to the return of the GFE. Prior to conducting control test, the selected vehicle shall have successfully completed all required verifications as indicated in the applicable FIR and Table I of ATPD 2203 Rev. I for QCI. All control testing shall be performed in the presence of a Government representative.

E.1.16.2.1 Test Cycle. The contractor shall ensure functionality of the ECHU system installed per TB 9-3950-253-13 Work Package 50.36 to 50.40 to simulate normal operation modes. Once functionality is ensured, the contractor shall conduct ten FLA stow/un-stow cycles in auto mode. The cycle shall constitute taking the FLA from the stowed position on the FLA stowage unit, to full extension the load handling system with the FLA attached on the hook arm, and back to FLA stowed position. The contractor shall also conduct 5 loads and unloads of the FLA with an ISO container attached to the FLA. The ISO container shall be at a minimum weight of 14000 lbs.

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E.1.16.2.2 Tear Down and Repackaging. Upon the successful completion of the test cycle, the contractor shall remove the ECHU system installed in section E.1.16.2 and return the ECHU to pretest configuration state and repackage the system IAW C.4 and Section D.

E.1.16.3 Control Test Reporting. The contractor shall submit a test report on every ECHU unit that undergoes control testing IAW (CDRL A006). At the Government PCOs discretion, acceptance examination and testing may be suspended should the contractor not meet the time requirements for report submittal.

E.1.16.4 Control Test Nonconformities. If critical/major nonconformities, as defined in E.1.13.2 (Definitions) of the contract are identified during a control test, the Government may stop acceptance examination and testing on subsequent vehicles. Any nonconformities found during, or as a result of the test shall be prima facie evidence that units accepted subsequent to the previously acceptable control test are similarly deficient until such time that the contractor provides the Government evidence to the contrary. The contractor shall screen all affected units for like nonconformities, correct noted nonconformities, take remedial action, and initiate root cause/corrective action investigation, unless the government representative determines these actions are not necessary. All nonconformities or discrepancies shall be corrected by the contractor at no cost to the Government. To verify corrective action effectiveness, the contractor shall repeat the failed Control Test on another like unit at no cost to the Government.

*** 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	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-9	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-10	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2013

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

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"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

--1-_____

-2-_____

--1-_____

-2-_____

--1-_____

-2-_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -none.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

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(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

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(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F-11 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008
(TACOM)

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

CLINs 1001AA, 1002AA, and 1003AA:

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(i) Start deliveries 120 days after the delivery order date unless mutually agreed to by both parties; or FAT Approval, whichever is later.

(ii) You will deliver 80 units every thirty days.

(iii) You may deliver more units every thirty days at no additional cost to the government with PCO approval.

CLINs 1101AA, 11102AA, 1103AA, 1201AA, 1202AA, and 1103AA:

(i) Start deliveries 120 days after the delivery order date unless mutually agreed to by both parties; or FAT Approval, whichever is later.

(ii) You will deliver no more than 80 units every thirty days.

(iii) You may deliver more units every thirty days at no additional cost to the government with PCO approval.

(d) Accelerated delivery schedule is not acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start ___ days after delivery order date.

[End of clause]

F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-13 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are

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Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
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209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
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661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
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764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
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***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Refer to regulatory cite 52.246-4028, Inspection and Acceptance Points: Origin

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W56HZV
Admin DoDAAC	S1403A
Inspect By DoDAAC	S1403A
Ship To Code	Refer to Delivery Schedule
Ship From Code	Refer to Inspection and Acceptance Points: Origin, 52.246-4028
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A

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Other DoDAAC(s)

N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

N/A

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Refer to DCMA

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009
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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-3	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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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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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	AUG/2012

(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) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (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 SAM 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.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.210-1	MARKET RESEARCH	APR/2011
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-25	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-27	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-28	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-29	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-30	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-32	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-17	INTEREST	OCT/2010
I-38	52.232-25	PROMPT PAYMENT	JUL/2013
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-40	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-41	52.233-1	DISPUTES	JUL/2002
I-42	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-43	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-46	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-47	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
I-48	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-49	52.245-9	USE AND CHARGES	APR/2012
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-52	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-53	52.248-1	VALUE ENGINEERING	OCT/2010
I-54	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-55	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008

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I-59	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-60	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-61	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-62	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-63	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-64	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-66	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-67	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-68	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
I-69	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-71	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-72	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-74	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-75	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-76	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-80	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-81	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-83	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-84	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-87	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-88	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-89	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-90	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-91	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-92	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-93	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-94	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-95	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-96	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-97	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-98	252.246-7001	WARRANTY OF DATA	DEC/1991
I-99	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-100	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-101	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 2,000;

(2) Any order for a combination of items in excess of 4,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-102

52.216-21

REQUIREMENTS

OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one-half (4 1/2) years after Contract award.

(End of Clause)

I-103

52.229-7

TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS

FEB/2013

(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)(1) 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 Canada have agreed shall not apply to expenditures made by the United States in Canada, or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of Canada. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(2) Taxes imposed under 26 U.S.C. 5000C may not be included in the contract price.

(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)

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I-104 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting The DCMA Office identified on page one of this document.

(End of Clause)

I-105 252.216-7006 ORDERING MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through three years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-106 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting

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the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-107 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-108 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>

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(End of Clause)

I-109 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-110 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-111 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

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<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-112	52.216-4021	REQUIREMENTS DEFINITION (TACOM)	JUN/2005
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"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

I-113	52.219-4070	PILOT MENTOR-PROTEGE PROGRAM	APR/2006
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(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[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	CONTRACT DATA REQUIREMENTS LIST	13-SEP-2013	019	EMAIL
Attachment 0001	ATPD 2203 REV I	09-JAN-2013	030	EMAIL
Attachment 0002	TDP OPTION SELECTION WORKSHEET	13-SEP-2013	001	EMAIL
Attachment 0003	INSTRUCTOR AND STUDENT GUIDE	08-JUL-2013	096	EMAIL