

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 21
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2. Contract (Proc. Inst. Ident) No. DAAE20-01-C-0023	3. Effective Date 2001MAY16	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-A PAM CANTERBURY (309)782-4275 ROCK ISLAND IL 61299-7630	Code W52H09	6. Administered By (If Other Than Item 5) DCMC AMERICAS 275 BANK ST SUITE 200 OTTAWA ONT CN K2P 2L6	Code SCN01A
e-mail address: CANTERBURY@RIA.ARMY.MIL		SCD C PAS NONE	ADP PT SC1012

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CANADIAN COMMERCIAL CORP 50 O'CONNOR STREET 11TH FLOOR OTTAWA ONTARIO CANADA K1A 0S6 CA	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
To The Address Shown In: Item 12	
Code 98247	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041	Code SC1018
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data SEE SECTION G
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
				KIND OF CONTRACT: Supply Contracts and Priced Orders Service Contracts	
15G. Total Amount Of Contract					FMS REQUIREMENT \$5,854,427.58

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	7	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	21
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	13		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	14		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	15				

Contracting Officer Will Complete Item 17 Or 18 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"/> Award (Contractor is not required to sign this document.) Your offer 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 offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer DAVE ELLIOTT ELLIOTT@RIA.ARMY.MIL (309)782-3814
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-C-0023 MOD/AMD	Page 2 of 21
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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3223
 Electronic Mail Address: amsta-aq-ar@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

A-3 52.204-4500 NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) FEB/1999
TACOM-RI

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

A-4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 21
	PIIN/SIIN DAAE20-01-C-0023 MOD/AMD	

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. The purpose of this contract is obligate the following:

- Redesigned Hull Networks Box PN 12993404 82 each/AIM production
- Redesigned Turret Networks Box PN 12993405 82 each/AIM production

2. This contract also contains a 100% OPTION for the Production items and a 400% Option for the System Technical Support (STS).

3. The following STS is obligated as follows:

AIMs portion of STS costs:

Estimated Cost \$ 91,934.43
Fixed Fee \$ 11,817.32
Cost Plus Fixed Fee \$103,751.75

Egypt's portion of STS costs:

Estimated Cost \$ 45,968.70
Fixed Fee \$ 5,908.85
Cost Plus Fixed Fee \$ 51,877.55

Total estimated labor hours for AIM an Egypt STS is 1605.5.

The Rock Island Spares System Technical Support is not included in this contract at this time. No STS for Rock Island Spares shall be included in the STS until such a time it is funded.

4. Each RTNB will include a quantity of one Sidecar Kit Assembly PN 12992336. Each RHNB will include a quantity of one Sidecar Kit Assembly PH 12992324.
 5. The specifications for the above items are:
 - 973165, Critical Item Product Fabrication Specification for Assembly, Redesigned Hull Networks Box (RHNB).
 - 973166, Critical Item Product Fabrication Specification for Assembly, Redesigned Turret Networks Box (RTNB).
 6. The level of drawings being produced are those required to meet Computing Devices production requirements.
 7. Inspection/Acceptance of hardware at origin is based on Computing Devices Acceptance Test Procedures. Control Testing is not required.
 8. Electronic funds transfer payments will be made to Bank of Nova Scotia, New York Agency, One Liberty Plaza, New York, NY 10006, ABA #026002532 Account #00001526-17. Non-EFT payments are to be mailed to the remittance address shown, Canadian Commercial Corporation, 1100-50 O'Connor Street, Ottawa, Ontario, Canada, K1A 056.
- Any examination and/or audits of records which may be required under this contract will be performed by the Canadian Government on behalf of the US Government and CDC's costs will be determined in accordance with Canadian Government regulations and contract cost principles; final indirect cost rates shall be those negotiated between Computing Devices and the Canadian Government.
9. This contract is 100% subcontracted by Canadian Commercial Corporation to Computing Devices Canada.
 10. Note Progress Payment Clause FAR 52.232-16 of the contract which contains a computation amount at 80% of CDCs total costs.
 11. Scope of Work for the STS portion of this contract is attached.
 12. *****Production Clins, Quantities and Dollars*****

RTNB/RHNB AIM Deliveries			
0003AE	RTNB Production Hardware	82 each	@ \$34,938.22 = \$2,864,934.04
0002AD	RHNB Production Hardware	82 each	@ \$34,559.32 = \$2,833,864.24
Total AIM Units		164 each	= \$5,698,798.28
 13. Total production costs, \$5,698,798.28, plus System Technical Support, \$155,629.30, is a total contract price of \$5,854,427.58.
 14. Canadian Commercial Corporation Certification of this award is attached.
 15. Computing Devices is given authority to grant Material Review Dispositions for minor non-comformances in accordance with Mil-Std 1520.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0023 MOD/AMD

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AD	<u>PRODUCTION QUANTITY</u>	82	EA	\$ 34,559.32000	\$ 2,833,864.24
	NSN: 0000-00-000-0000 NOUN: REDESIGNED HULL NETWORKS BOX FSCM: 00000 PART NR: 12993404 SECURITY CLASS: Unclassified PRON: 471EOM0347 PRON AMD: 03 ACRN: AA AMS CD: 312064				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W56HZV1073D052 W80Y7E M 1				
	PROJ CD BRK BLK PT				
	GGX				
	DEL REL CD QUANTITY DEL DATE				
	001 3 02-JAN-2002				
	002 11 01-FEB-2002				
	003 11 01-MAR-2002				
	004 11 01-APR-2002				
	005 11 01-MAY-2002				
	006 11 01-JUN-2002				
	007 11 01-JUL-2002				
	008 11 01-AUG-2002				
	009 2 01-SEP-2002				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W80Y7E) XR PM M1 ABRAMS TANK SYSTEM				
	LIMA ARMY TANK PLANT DRCPM GCM UCP				
	1155 BUCKEYE RD BLDG 147				
	LIMA OH 45804-1898				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AE	<u>PRODUCTION QUANTITY</u>	82	EA	\$ 34,938.22000	\$ 2,864,934.04
	NSN: 0000-00-000-0000				
	NOUN: REDESIGNED TURRET NETWORKS BX				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0023 MOD/AMD

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
	FSCM: 00000 PART NR: 12993405 SECURITY CLASS: Unclassified PRON: 471EOM0247 PRON AMD: 04 ACRN: AA AMS CD: 312064 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV1073D051</td> <td>W80Y7E</td> <td>M</td> <td>AIMXX1</td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td>GGX</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>3</td> <td>02-JAN-2002</td> </tr> <tr> <td>002</td> <td>11</td> <td>01-FEB-2002</td> </tr> <tr> <td>003</td> <td>11</td> <td>01-MAR-2002</td> </tr> <tr> <td>004</td> <td>11</td> <td>01-APR-2002</td> </tr> <tr> <td>005</td> <td>11</td> <td>01-MAY-2002</td> </tr> <tr> <td>006</td> <td>11</td> <td>01-JUN-2002</td> </tr> <tr> <td>007</td> <td>11</td> <td>01-JUL-2002</td> </tr> <tr> <td>008</td> <td>11</td> <td>01-AUG-2002</td> </tr> <tr> <td>009</td> <td>2</td> <td>01-SEP-2002</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W80Y7E) XR PM M1 ABRAMS TANK SYSTEM LIMA ARMY TANK PLANT DRCPM GCM UCP 1155 BUCKEYE RD BLDG 147 LIMA OH 45804-1898	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV1073D051	W80Y7E	M	AIMXX1	1		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>			GGX					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	3	02-JAN-2002	002	11	01-FEB-2002	003	11	01-MAR-2002	004	11	01-APR-2002	005	11	01-MAY-2002	006	11	01-JUN-2002	007	11	01-JUL-2002	008	11	01-AUG-2002	009	2	01-SEP-2002				
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009	2	01-SEP-2002																																																									
0010	<u>Supplies or Services and Prices/Costs</u>																																																										
0010AA	<u>SERVICES LINE ITEM</u> NOUN: STS FOR RXNB SECURITY CLASS: Unclassified PRON: 471EOM0447 PRON AMD: 01 ACRN: AA AMS CD: 312064 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> </table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>				\$ 103,751.75																																																			
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CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 0 30-SEP-2005				
	\$ 103,751.75				
0010AB	<u>SERVICES LINE ITEM</u>				\$ 51,877.55
	NOUN: STS ESIP SECURITY CLASS: Unclassified PRON: J50TSS0947 PRON AMD: 01 ACRN: AB AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2005				
	\$ 51,877.55				

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MOD/AMD

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1 252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

ALL PRODUCTION ITEMS ON CONTRACT.

(BA6701)

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

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MOD/AMD

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4500 TACOM-RI	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	FEB/2000
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a. The preservation, packing, and marking requirements shall be accomplished in accordance with the requirements in the specification/standard defined below.

b. The following requirements shall apply:

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
Quantity of Unit Packages Per Intermediate Container: SEE PARA E
Specification/Standard: MIL-STD-2073-1, REV D, DATED 15 DEC 99

c. Marking: In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BCI, Uniform Symbolology Specification Code 39.

d. The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions in paragraph e below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer with copies to the Administrative Contracting Officer. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

e. SPECIAL INSTRUCTIONS:

EXCEPTION: ASTM D 4169 APPLIES

1. PACKAGING SHALL BE IN ACCORDANCE WITH ASTM D 3951 AND SUCCESSFULLY PASSED TEST LEVELS OF ASTM D 4169, DISTRIBUTION CYCLE 18, ASSURANCE LEVEL 1, ACCEPTANCE CRITERION 1 AND 2 (DI-MISC-80508). THE TEMPERATE HIGH HUMIDITY ATMOSPHERE CONDITIONS OF ASTM D 4332 SHALL BE USED FOR ELEMENT 1 OF D4169. THE WAREHOUSE STACKING HEIGHT SHALL BE 16 FT. THE SHIPPING UNIT SHALL BE THE UNIT PACK. TESTING SHALL BE WITNESSED BY THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE, PACKAGING GROSS WEIGHT AND SIZE SHALL BE INCLUDED ON THE TEST REPORT AS WELL AS A DETAILED DESCRIPTION OF THE PACKAGING.

2. CDC IS EXEMPTED FROM TESTING IF OTHER DATA CAN BE PROVIDED AND IS ACCEPTABLE TO THE GOVERNMENT.

2.1 FURNISHED DATA - DETAILED PACKAGING INSTRUCTIONS OR DESIGNS ARE FURNISHED BY THE ACQUISITION ACTIVITY. THIS INCLUDES THE PREDETERMINED CODES TO BE USED FOR COMMON ITEMS.

2.2 PREVIOUS TEST RECORDS - IF CDC HAS PREVIOUS SUCCESSFUL TEST RECORDS FOR THE SAME OR SIMILIAR ITEM.

2.3 APPROVED ENGINEERING DATA - CDC HAS ENGINEERING DATA WHICH HAS BEEN APPROVED BY THE COGNIZANT DOD ACTIVITY AND INDICATES THAT THE PROPOSED PACKAGING DESIGN WILL SUCCESSFULLY MEET THE REQUIREMENTS OF THE CONTRACT.

2.4 MULTIAPPLICATION CONTAINERS - ITEMS MEET THE WEIGHT, DIMENSION AND FRAGILITY REQUIREMENTS OF MIL-STAD-2073-1, TABLE C.IV AND ARE PACKED IN THE APPROPRIATE MULTIAPPLICATION CONTAINER.

2.5 CONTRACTOR SHIPPING DATA - THE CONTRACTOR HAS HISTORICAL SHIPPING DATA CONFIRMING ADEQUATE PROTECTION IS PROVIDED USING THE SAME OR EQUIVALENT PACKAGING.

3. SIMILIAR ITEMS DO NOT REQUIRE RETESTING.

(End of clause)

(DS6410)

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

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	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4540 TACOM-RI	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000	APR/2001

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) NOT CERTIFIED

(2) CERTIFIED

(i) DATE OF CERTIFICATION

(ii) CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER - ALTERNATE I	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	OBLG		ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
		ACRN	STAT					
0002AD 312064	471EOM0347	AA	2	21 12033000015R5R02P31206431E9 S20113	1GAAPM	W56HZV \$	2,833,864.24	
0003AE 312064	471EOM0247	AA	2	21 12033000015R5R02P31206431E9 S20113	1GAAPM	W56HZV \$	2,864,934.04	
0010AA 312064	471EOM0447	AA	2	21 12033000015R5R02P31206431E9 S20113	1GAAPM	W56HZV \$	103,751.75	
0010AB NFM001	J50TSS0947	AB	2	9711 X8242EG01X6D1000NFM 001252GEGS20113	0DBJ1I	W56HZV \$	51,877.55	
TOTAL							\$	5,854,427.58

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 12033000015R5R02P31206431E9 S20113	W56HZV	\$ 5,802,550.03
Army	AB	9711 X8242EG01X6D1000NFM 001252GEGS20113	W56HZV	\$ 51,877.55
TOTAL				\$ 5,854,427.58

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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H-1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are canterburyp@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-0713, ATTN: -3- and (309) 782-1338 (ATTN: Nancy Fraser).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
NA

(End of Clause)

(HS6510)

H-2	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-6	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-8	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-9	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-10	52.216-7	ALLOWABLE COST AND PAYMENT	MAR/2000
I-11	52.216-8	FIXED FEE	FEB/1997
I-12	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-13	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-14	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-15	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-16	52.232-1	PAYMENTS	APR/1984
I-17	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-18	52.232-11	EXTRAS	APR/1984
I-19	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-20	52.232-17	INTEREST	JUN/1996
I-21	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-22	52.232-25	PROMPT PAYMENT	MAR/2001
I-23	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-24	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-25	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-26	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR/2001
I-27	52.242-13	BANKRUPTCY	JUL/1995
I-28	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-29	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-30	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-31	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-32	52.248-1	VALUE ENGINEERING	FEB/2000
I-33	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-34	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-35	52.249-14	EXCUSABLE DELAYS	APR/1984
I-36	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-37	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-38	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-39	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-40	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-41	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-42	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-43	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-44	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-45	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	JUN/1997
I-46	252.229-7000 DFARS	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-47	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-48	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991

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	DFARS		
I-49	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-50	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-51	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-52	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-53	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
	DFARS		
I-54	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of the RTNB by 100% percent, RHNB by 100% percent and the System Technical Support by 400% percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) below shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 365 days from basic contract signature by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Evaluated Option
(F.O.B. Origin)

RTNB - 82 each @ \$34,938.22 totaling \$2,864,934.04

RHNB - 82 each @ \$34,559.32 totaling \$2,833,864.24

STS - YR. 2 \$358,019.09 3446.4 HOURS

YR. 3 \$358,019.09 3446.4 HOURS

YR. 4 \$358,019.09 3446.4 HOURS

YR. 5 \$358,019.09 3446.4 HOURS

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IP6080)

I-55 52.217-8 OPTION TO EXTEND SERVICES

NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may

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exercise the option by written notice to the Contractor within 365 days of the basic contract signature.

(End of Clause)

(IF6072)

I-56 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-57 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT AUG/1995

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-58 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

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(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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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>
Attachment 001	SCOPE OF WORK	05-APR-2001	032	
Attachment 002	PROPOSAL	23-APR-2001	006	
Attachment 003	CCC CERTIFICATION	24-APR-2001	001	