
Section 5

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

L0001T (01/06/91) Tooling

This clause is cancelled effective 15/06/98.

Remarks: Use the following clause for articles of a special nature which may require special production tooling.

L0002T (01/06/91) Tooling

If a Contract is awarded, the Contractor shall mark each item of special production tooling and shall submit an inventory describing each item, its use and its cost. The Contractor shall verify such inventory by Statutory Declaration made before a Notary Public or a Commissioner for Oaths.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for production tooling acquired on a firm price basis and the value of such tooling is over \$500. Enter fill-in data.

L0003C (13/12/02) Tooling

1. The Contractor shall provide the production tooling required to perform the Work under this Contract as listed in the Schedule attached, or to be submitted as soon as possible, for a price of \$_____.
2. The Contractor shall take reasonable and proper care of the tooling. During the course of the Contract, maintenance and replacement shall be at the Contractor's expense.
3. Title to the tooling and any replacement shall vest in Canada and shall remain so vested at all times.
4. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the contract completion date. If inhibiting, packaging and crating charges are involved, then these will be the subject of a new contract with this Department.
5. Each item of production tooling shall be identified as Canada property by affixing a plate, or by etching or stamping. Such plate or marking shall include reference to the Department of Public Works and Government Services File Number and Contract Number as well as a tool number to identify the individual item.
6. As a prerequisite to payment for the tooling, the Contractor shall submit a separate invoice accompanied by an inventory of the tooling verified by Statutory Declaration made before a Notary Public or a Commissioner for Oaths on form DSS-MAS 1477, Statutory Declaration, to be obtained from _____, which shall contain the following particulars:
 - (a) the Contractor's name;
 - (b) date and reference numbers of the Contract;
 - (c) supplies or components in the manufacture of which the tooling is used;
 - (d) quantity, tool or item number (reference subsection 5 above), production part number to which the tool relates and a brief description of the tool; and,
 - (e) price of each item of production tooling, where available, and the total amount.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

7. The special tooling invoice shall be made out to and paid by _____. The original and two (2) copies of the invoice accompanied by the original and two (2) copies of the tooling inventory (verified as provided above) are to be submitted to the Contracting Authority.
-

L0003C (16/02/98) Tooling

Effective 13/12/02, this clause is superseded by L0003C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for tooling acquired on a cost basis if the estimated value of such tooling is over \$500. Enter fill-in data.

Where applicable, after the word "audit" in subsection 1, add *"plus a profit of _____ percent on the cost of the portion of the tooling which the Contractor manufactures in a plant it owns or operates. The Contractor shall not be entitled to any profit on such tooling purchased or otherwise acquired by subcontractors."*

In cases where the end products are being purchased on a firm price basis but special production tooling is being acquired on a cost plus basis, add to subsection 3 *"and the Contractor shall maintain and replace such tooling at no cost to Canada."*

L0004C (13/12/02) Tooling

1. The Contractor shall provide the special production tooling required to perform the Work under this Contract as listed in the Schedule attached to acceptance of this Contract, which Canada shall pay for on the basis of the Contractor's actual cost determined in accordance with Contract Cost Principles, DSS-MAS 1031-2, and subject to Government audit. Where the Contractor can submit only an incomplete Schedule of the tooling with acceptance of the Contract, the Contractor shall provide a complete Schedule as soon as possible. All items of "Special Production Tooling" are subject to approval by the Minister before final payment is made.
2. In no event shall Canada pay the Contractor for tooling a total amount that exceeds \$_____, unless and until Canada authorizes additional commitments.
3. The Contractor shall take reasonable and proper care of the tooling while in its custody.
4. Title to the tooling and any replacement shall vest in Canada upon the acquisition by the Contractor and shall remain so vested at all times.
5. The Contractor shall give written notice to _____, at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the date on which the Contract was completed. However, if inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
6. Each item of special production tooling shall be identified as Crown property by affixing a plate (available upon request from) _____, by etching or by stamping. Such plate or marking shall include reference to the Department of Public Works and Government Services File Number and Contract Number as well as a tool number to identify the individual item.
7. As a prerequisite to final payment for the tooling, the Contractor shall submit an inventory of the tooling verified by Statutory Declaration made before a Notary Public or Commissioner for Oaths on form DSS-MAS 1477, Statutory Declaration, to be obtained from _____. The inventory shall contain the following particulars;

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

- (a) the Contractor's name;
 - (b) date and reference numbers of the Contract;
 - (c) supplies or components in the manufacture of which the tooling is used;
 - (d) quantity, tool or item number (reference subsection 6 above), production part number to which the tool relates and a brief description of the tool;
 - (e) price of each item of special production tooling, where available, and the total amount.
8. The original and two (2) copies of the tooling inventory (verified as provided above) are to be forwarded to the Contracting Authority.
-

L0004C (16/02/98) Tooling

Effective 13/12/02, this clause is superseded by L0004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contracts where Canada is to provide special production tooling. Enter fill-in data.

L0005C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") required to perform the Work under this Contract as listed in the Schedule attached.
 2. Title to the tooling shall remain vested in Canada, and title to any replacement thereof shall vest in Canada.
 3. The Contractor shall take reasonable and proper care of the tooling and shall maintain and replace the tooling during the course of the Contract at its expense so that, at the conclusion of the Contract, the Contractor will possess a complete set of the tooling in a usable condition.
 4. The Contractor shall give written notice to _____, at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the completion date of the Contract. If, however, inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in firm price contracts where Canada owns special production tooling already in the Contractor's possession. Enter fill-in data.

L0006C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") acquired under Contract Number _____ and required to perform the Work under this Contract.
 2. Title to the tooling shall remain vested in Canada, and title to any replacement thereof shall vest in Canada.
-

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

3. The Contractor shall take reasonable and proper care of the tooling and shall maintain and replace the tooling during the course of the Contract at its expense so that, at the conclusion of the Contract, the Contractor shall possess a complete set of the tooling in a usable condition.
 4. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for the period of _____ days from the date on which the Contract was completed. However, if inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable contracts where Canada owns and provides special production tooling. Enter fill-in data.

L0007C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") required to perform the Work under this Contract as listed in the Schedule attached.
 2. Title to the tooling shall remain vested in Canada and title to any replacement thereof shall vest in Canada.
 3. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the Contract completion date. If inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in cost reimbursable contracts where Canada owns special production tooling already in the Contractor's possession. Enter fill-in data.

L0008C (01/06/91) Tooling Owned by Canada

1. Canada shall provide the special production tooling (hereinafter referred to as "the tooling") acquired under Contract Number _____ and required to perform the Work under this Contract.
 2. Title to the tooling shall remain vested in Canada, and title to any replacement shall thereof vest in Canada.
 3. The Contractor shall give written notice to _____ at least sixty (60) days before the date when the tooling will no longer be required for use in the performance of any contract with Canada. If no disposal instructions are received from the Minister, the Contractor shall act as custodian of the tooling at no direct cost to Canada for a period of _____ days from the Contract completion date. However, if inhibiting, packaging and crating charges are involved, these will be the subject of a new contract with this Department.
-

L0009C (01/06/91) Production or Tooling

This clause is cancelled effective 15/06/98.

L - PRODUCTION TOOLING AND SPECIAL TEST EQUIPMENT

L5000C (01/06/91) Special Test Equipment

This clause is cancelled effective 16/02/98.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where property owned by Canada (tooling, test equipment, materials, etc.) may become surplus.

L5001C (01/06/91) Property Owned by Canada

If, during the course of or on completion of this Contract, the Contractor determines that property owned by Canada (tooling, test equipment and materials, etc.) is surplus, then the Contractor shall report such surplus using forms _____. If such surplus is not required by Canada, then Canada shall give the Contractor the right of first refusal at fair market value to be negotiated by Crown Assets Distribution Group.
