
Section 5

B - Requirements Definition

B - Requirements Definition

B0001T (01/06/91) **Sample - Sealed**

This clause is cancelled effective 16/06/06.

B0002D (01/06/91) **Sample - Sealed**

This clause is cancelled effective 16/06/06.

B0003D (01/06/91) **Delivery - Samples**

This clause is cancelled effective 31/03/95.

B0004D (30/10/96) **Test Samples**

This clause is cancelled effective 16/06/06.

B0005D (30/10/96) **DND Test Facilites, Use of**

This clause is cancelled effective 16/06/06.

Remarks: Use the following clause in contracts when standard instructions 2003 and either general conditions 2010 or 2029 apply to a requirement and when the requirement is to conform to the latest version of the drawing, specification and part number.

Do not use this clause with standard instructions and conditions 9403 or 9403-6.

B1000C (16/06/06) **Materiel**

Materiel supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

B - Requirements Definition

B1000D (15/12/95) **Materiel**

Effective 16/06/06, this clause is superseded by B1000C.

B1001D (01/06/91) **Hovercraft - Material**

This clause is cancelled effective 01/12/92.

B1002D (01/06/91) **Hovercraft - Replacement Parts**

This clause is cancelled effective 01/12/92.

B1003D (01/06/91) **Weatherization - Equipment**

This clause is cancelled effective 15/12/95.

B1004D (15/12/95) **Weatherization - Aircraft**

Where applicable, this materiel shall be weatherized in accordance with the latest issue of CFTO C-05-010-012/AM-000, Weatherization and Marking of Aircraft Hydraulic Accessories and Components.

B1004D (01/06/91) **Weatherization - Aircraft**

Effective 15/12/95, this clause is superseded by B1004D.

B - Requirements Definition

B1005D (01/06/91) Screws - Recessed Head Screws (Phillips)

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B1006T (25/05/01) Materiel Supplied

1. Materiel is to be **new production of current manufacture** supplied by the principal manufacturer or its accredited agent and is to conform to the current issue of the applicable drawing, specification and/or part number as applicable.

OR

2. If materiel is not new production of current manufacture or is from a source other than the principal manufacturer or its accredited agent, it is to be **unused and in new condition** released and processed by an approved Contractor with the latest approved modifications incorporated as applicable, covered by its release notes.
3. The Bidder is to specify in its bid whether 1. or 2. is being offered.

SPECIFY: _____

4. If definition 2. above is used, the Bidder shall provide the following information with its bid:
 - (a) name of manufacturer;
 - (b) date of manufacture; and
 - (c) if item contains elastomeric materiel, cure date for such must be provided.
-
-

B1006T (31/03/95) Materiel Supplied

Effective 25/05/01, this clause is superseded by B1006T.

B1200D (16/02/98) Storage - Shelf Life

1. All material having a shelf life shall include:
 - (a) date of manufacture;
 - (b) manufacturer's part number;
 - (c) specification number;
 - (d) expiration date of shelf life.
-
-

B - Requirements Definition

B1200D (15/12/95) **Storage - Shelf Life**

Effective 16/02/98, this clause is superseded by B1200D.

B1201D (15/12/95) **Shelf Life/Cure Date**

Packages containing items having a shelf life must be marked with the date of manufacture. Where the item contains elastomeric material, the cure date is to be shown in addition to the date of manufacture or date of overhaul. Markings are to be placed in accordance with the identification requirements of the current issue of the applicable Marking Specification D-LM-008-002/SF-001.

B1201D (01/06/91) **Cure Date (Rubber)**

Effective 15/12/95, this clause is superseded by B1201D.

B1202D (15/12/95) **Age Control (Elastomeric Material)**

Age control for age sensitive elastomeric materials as specified in Canadian Forces Specification D-05-001-001/SF-000 shall be applied to all aircraft, aircraft components, aircraft accessories and to elastomeric items when the elastomeric items are used in contact with fuel, hydraulic fluid, oil, alcohol, or oxygen, or when the elastomeric items form part of a pneumatic, coolant or any other fluid or gaseous systems.

B1202D (31/03/95) **Age Limitation (Rubber Items)**

Effective 15/12/95, this clause is superseded by B1202D.

B1203D (15/12/95) **Shelf Life**

Not more than 25 percent of the manufacturer's recommended shelf life shall have expired at date of delivery.

B - Requirements Definition

B1203D (01/06/91) Shelf Life

Effective 15/12/95, this clause is superseded by B1203D.

B1400D (01/06/91) Age Limitations

This clause is cancelled effective 15/12/95.

B1500D (15/12/95) P.C.P. Act

This clause is cancelled effective 16/06/06.

B1500D (01/06/91) P.C.P. Act

Effective 15/12/95, this clause is superseded by B1500D.

Remarks: Use the following clause when electrical equipment purchased for use within Canada should be certified by a certification organization.

B1501C (16/06/06) Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

B1501D (12/12/03) Electrical Equipment

Effective 16/06/06, this clause is superseded by B1501C.

B - Requirements Definition

B1502D (01/06/91) Certification

This clause is cancelled effective 31/03/95.

B1503D (31/03/95) Installation

This clause is cancelled effective 16/06/06.

B1503D (01/06/91) Installation

Effective 31/03/95, this clause is superseded by B1503D.

B1504D (16/02/98) State of Charge

This clause is cancelled effective 16/06/06.

B1504D (01/06/91) State of Charge

Effective 16/02/98, this clause is superseded by B1504D.

Remarks: Use the following clause in contracts where the contractor is required to ship hazardous materials. Suppliers have responsibilities regarding the shipment of hazardous materials which are specified in the *Hazardous Products Act*, the Controlled Products Regulation and the federal and provincial occupational safety and health legislation.

B1505C (16/06/06) Shipment of Hazardous Materials

The Contractor must label and ship goods falling within the *Hazardous Products Act*, R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

B - Requirements Definition

B1505D (15/12/95) WHMIS Regulations

Effective 16/06/06, this clause is superseded by B1505C.

B1600D (15/12/95) Exchange Parts Plan

This clause is cancelled effective 16/06/06.

B1600D (01/06/91) Exchange Parts Plan

Effective 15/12/95, this clause is superseded by B1600D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. If the following clause is used, enter fill-in data.

B2000D (01/06/91) Qualified Products

The materiel identified in the Canadian or the U.S. Qualified Products List under Qualification Reference Number _____ shall be supplied. The supplied materiel shall comply with all conditions set forth in the Qualifications Certificate or in the Letter of Recognition that was granted for this materiel.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B2001D (01/06/91) Approved Products

_____ are approved products. Only those products appearing on the Approved Products List (APL) will be considered/accepted.

B2002D (03/02/97) Approved Plants

This clause is cancelled effective 01/12/00.

B - Requirements Definition

B2002D (01/06/91) Approved Plants

Effective 03/02/97, this clause is superseded by B2002D.

B2003D (01/06/91) Approved Plants

This clause is cancelled effective 15/12/95.

Remarks: Use the following clause in contracts whenever contracting officers need to purchase dimensional lumber or building supplies that might include the supply of dimensional lumber.

Grading stamps are provincially regulated and are applied at the mill to clearly mark the species and grade of the lumber being supplied.

B2004C (16/06/06) Lumber - Grade Marking

All lumber supplied is to be stamped showing the grade, species and name of the grading agency authorized to grade mark lumber in Canada by the Canadian Lumber Standards Accreditation Board.

B2004D (15/12/95) Grade Marking

Effective 16/06/06, this clause is superseded by B2004C.

B2005D (16/02/98) Fish - Quality Stamping

1. Fish shall have been processed and packed in an establishment approved by the Department of Fisheries and Oceans in accordance with the *Fish Inspection Act* and Regulations, and shall be identified as follows:
 - (a) Fresh fish shall be identified by the words "Processed under Government Supervision" or "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, inserts containers or master containers.
 - (b) Frozen fish shall be identified by the words "Canada Inspected" within a line drawing of a maple leaf marked on the wrappers, or containers, or where practicable on the whole fish.
-
-

B - Requirements Definition

B2005D (01/06/91) Fish - Quality Stamping

Effective 16/02/98, this clause is superseded by B2005D.

B2006D (01/06/91) Hovercraft - Airworthiness Certification

This clause is cancelled effective 01/12/92.

Remarks: Use the following clause where a manufacturer's brand name, model and/or part number are used in the item description and a substitute product will be considered. Before issuing the bid solicitation, the contracting officer should contact the client to discuss the potential for equivalent products and any mandatory performance criteria related to the item being specified that must be included in the bid solicitation to ensure proper evaluation of a substitute product's equivalency.

Note: Contracting officers must ensure that all references to a manufacturer's brand name, model and/or part number contained anywhere within the bid solicitation are followed by the words "or equivalent".

B3000T (16/06/06) Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - (a) designates the brand name, model and/or part number of the substitute product;
 - (b) states that the substitute product is fully interchangeable with the item specified;
 - (c) provides complete specifications and descriptive literature for each substitute product;
 - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.
-

B - Requirements Definition

B3000T (13/12/02) **Equivalent Substitutes**

Effective 16/06/06, this clause is superseded by B3000T.

B3001T (01/06/91) **Interchangeability**

Effective 15/12/95, this clause is superseded by B3000T.

B3002T (15/12/95) **Product Demonstration**

Effective 16/06/06, this clause is superseded by B3000T.

B3003D (15/12/95) **Grades - Meat**

If the grade name stipulated is not available, a higher grade name, in all cases, must be supplied.

B3003D (01/06/91) **Grades - Meat**

Effective 15/12/95, this clause is superseded by B3003D.

B3004T (16/02/98) **Substitutions**

Effective 21/06/99, this clause is superseded by B3000T.

B - Requirements Definition

B4000T (01/06/91) Drawings and Specifications

This clause is cancelled effective 16/06/06.

B4001T (01/06/91) Stores Certification

Effective 15/12/95, this clause is superseded by B4024T.

B4002T (15/12/95) Technical Data Package

This clause is cancelled effective 16/06/06.

B4002T (01/06/91) Technical Data Package - DND

Effective 15/12/95, this clause is superseded by B4002T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the bid solicitation includes references to standards from the Canadian General Standards Board (CGSB). Contracting officers must fill in the blank with the name(s) of the standard(s) available from CGSB.

B4003T (16/06/06) Canadian General Standards Board - Standards

A copy of the _____ referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5644
E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>.

B - Requirements Definition

B4003T (10/12/04) **Specifications - CGSB**

Effective 16/06/06, this clause is superseded by B4003T.

B4004C (16/02/98) **Approval**

This clause is cancelled effective 16/06/06.

B4004C (01/06/91) **Approval**

Effective 16/02/98, this clause is superseded by B4004C.

B4005C (01/06/91) **Test Data Evaluation**

This clause is cancelled effective 16/06/06.

B4006D (15/12/95) **Product, Use of (Pending Approval)**

This clause is cancelled effective 21/06/99.

B4006D (01/06/91) **Product, Use of (Pending Approval)**

Effective 15/12/95, this clause is superseded by B4006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers are required to choose one of the clauses and delete the unused choices. Alternatively, use clause B4008C when the contract refers to a requirement.

B - Requirements Definition

Choose the first clause when the Statement of Work provided by the customer department is the sole specification for the work to be performed.

Choose the second clause when the Statement of Work provided by the customer department is the prevailing specification and the contract must also refer to the contractor's technical bid. If not applicable, delete the wording "entitled _____."

Choose the third clause when the Statement of Work provided by the customer department is the prevailing specification and the contract must also refer to the technical and management portions of the contractor's bid. If not applicable, delete the wording "entitled _____".

B4007C (16/06/06) Statement of Work

Clause 1

The Contractor must perform the Work in accordance with the Statement of Work at Annex "_____".

OR Clause 2

The Contractor must perform the Work in accordance with the Statement of Work at Annex "_____" and the Contractor's technical bid entitled _____, dated _____.

OR Clause 3

The Contractor must perform the Work in accordance with the Statement of Work at Annex "_____" and the technical and management portions of the Contractor's bid entitled _____, dated _____.

B4007C (01/06/91) Statement of Work

Effective 16/06/06, this clause is superseded by B4007C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the resulting contract part of the bid solicitation includes one of the clauses under B4007C to incorporate a statement of work into the contract. Alternatively, use clause B4008T when the resulting contract refers to a requirement.

B4007T (16/06/06) Statement of Work

The Work to be performed is detailed under Article _____ of the resulting contract clauses. (**Contracting officer to insert the article number which references B4007C.**)

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers are required to choose one of the clauses and delete the unused choices. Alternatively, use clause B4007C when the resulting contract refers to the Statement of Work.

Choose the first clause when the list of items will be included as an annex.

Choose the second clause when the list of items is generated by the Automated Buyer Environment under the "Line Item Detail" as the second page of the contract.

Choose the third clause when the Requirement provided by the customer department is the sole description of the requirement.

B - Requirements Definition

Choose the fourth clause when the Requirement provided by the customer department is the prevailing specification and the contract must also refer to the contractor's technical bid. If not applicable, delete the wording "entitled _____,".

Choose the fifth clause when the Requirement provided by the customer department is the prevailing specification and the contract must also refer to the technical and management portions of the Contractor's bid. If not applicable, delete the wording "entitled _____,".

B4008C (16/06/06) Requirement

Clause 1

The Contractor must provide the items detailed under the "Requirement" at Annex "_____".

OR Clause 2

The Contractor must provide the items detailed under the "Line Item Detail".

OR Clause 3

The Contractor must provide _____ (*fill in appropriate description of the requirement*) in accordance with the Requirement at Annex "_____".

OR Clause 4

The Contractor must provide _____ (*fill in appropriate description of the requirement*) in accordance with the Requirement at Annex "_____" and the Contractor's technical bid entitled _____, dated _____.

OR Clause 5

The Contractor must provide _____ (*fill in appropriate description of the requirement*) in accordance with the Requirement at Annex "_____" and the technical and management portions of the Contractor's bid entitled _____, dated _____.

B4008C (31/01/92) Statement of Work

Effective 16/06/06, this clause is superseded by B4008C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the resulting contract part of the bid solicitation includes one of the clauses under B4008C to incorporate into the contract either a statement of requirement or a list of items to be delivered. Alternatively, use clause B4007T when the resulting contract refers to the Statement of Work.

Choose the first clause when the list of items is generated by the Automated Buyer Environment under "Line Item Detail" as the second page of the bid solicitation.

Choose the second clause when the requirement is detailed in the resulting contract clauses forming part of the bid solicitation.

B4008T (16/06/06) Requirement

Clause 1

The requirement is detailed under the "Line Item Detail".

B - Requirements Definition

OR Clause 2

The requirement is detailed under Article _____ of the resulting contract clauses. **(Contracting officer to insert the article number which references B4008C.)**

B4009C (31/01/92) Statement of Work

This clause is cancelled effective 16/06/06.

B4009C (01/06/91) Statement of Work

Effective 31/01/92, this clause is superseded by B4009C.

B4010C (16/02/98) Requirement

Effective 25/05/01, this clause is superseded by B4010D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B4010D (25/05/01) Requirement

1. To perform the work (repair and docking) on and for (*Insert name of vessel*) in accordance with:
 - (a) the Maintenance and Repair Specification List number _____ dated _____;
 - (b) supplementary specifications, amendments and clarifications presented at and recorded in the Minutes of the Bidders' Conference;
 - (c) written answers provided to bidders on questions raised during the bid period.
-
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When using this clause for requirements in Ontario, insert "Ontario Regulation 250-94," and for requirements in the rest of Canada, insert "the Canadian Gas Association National Standard of Canada, CAN 1-B149.2-M95."

B4011T (15/12/95) Testing Responsibility

The Bidder shall be responsible for testing and legal remarking of cylinders/tanks at five-year intervals starting from the date of manufacture, in accordance with _____.

B - Requirements Definition

B4011T (01/06/91) Testing Responsibility

Effective 15/12/95, this clause is superseded by B4011T.

B4012D (01/06/91) Preservative

All open bearing are to be inhibited with a preservative compound conforming to standard 31-GP-3M (MIL-C-16173) Gr 2 or MIL-C-11796B.

All seals or shielded bearings must be of current production. Bearings manufactured within a period of one year from date of delivery to DND will be accepted as current production.

B4013D (15/12/95) Flame Resistance Requirements

This clause is cancelled effective 16/06/06.

B4013D (01/06/91) Flame Resistance Requirements

Effective 15/12/95, this clause is superseded by B4013D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When filling in the blanks, contracting officers are to specify either calendar days or working days.

B4014D (01/06/91) Proofs

Proofs will be submitted within ____ days from receipt of copy and must be returned to meet delivery date within ____ days.

B4015D (01/06/91) Proofs

This clause is cancelled effective 15/12/95.

B - Requirements Definition

B4016D (30/10/96) Drawings and Specifications

This clause is cancelled effective 16/06/06.

B4017D (30/10/96) Drawings and Specifications

This clause is cancelled effective 16/06/06.

B4018C (15/12/95) Specifications

The Contractor warrants that the equipment specified in this Contract is capable of performing all the functions described in the Contractor's advertising and technical literature and is in complete accordance with the specifications contained therein.

B4018C (01/06/91) Specifications

Effective 15/12/95, this clause is superseded by B4018C.

Remarks: Use the following clause when the contract contains references to United States military specifications or standards.

B4019C (16/06/06) United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained directly from the US Department of Defence, Philadelphia, telephone: (215) 697-2179/2667; facsimile: (215) 697-1462.

B4019D (30/10/96) US Military Specifications and Standards

Effective 16/06/06, this clause is superseded by B4019C.

B - Requirements Definition

B4020D (01/06/91) Print Quality

This clause is cancelled effective 31/03/95.

B4021D (15/12/95) Warranty - Civilian

This clause is cancelled effective 21/06/99.

B4021D (01/06/91) Warranty - Civilian

Effective 15/12/95, this clause is superseded by B4021D.

B4022D (01/06/91) Documentation

Effective 15/12/95, this clause is superseded by B4025D.

B4023D (01/06/91) Hovercraft - Standard of Work

This clause is cancelled effective 01/12/92.

Remarks: Use the following clause in bid solicitations when a manufacturer's brand name, model and/or part number are used in the item description and substitutes will not be considered. Use clause B3000T when equivalent substitutes will be considered.

Do not use this clause in bid solicitations subject to North American Free Trade Agreement or World Trade Organization on Government Procurement.

B4024T (15/08/06) No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

B - Requirements Definition

B4024T (16/06/06) No Substitute Products

Effective 15/08/06, this clause is superseded by B4024T.

B4025D (10/12/04) Priority of Documents

Effective 16/06/06, this clause is superseded by A9140C.

B4026D (31/01/92) Priority of Documents

Effective 01/12/92, this clause is superseded by M2016D.

B4027D (01/08/92) Air Charter Services

This clause is cancelled effective 15/12/95.

B4027D (31/01/92) Air Charter Services

Effective 01/08/92, this clause is superseded by B4027D.

Remarks: Use the following clause in contracts for the charter of fixed wing aircraft.

The term "Identified User" must be defined in the contract.

B4030C (16/06/06) Aircrew Requirements - Fixed Wing Aircraft

The pilot-in-command must have flown a minimum of 1,000 hours on fixed wing aircraft, including 500 hours as pilot-in-command of the type of aircraft specified and 250 hours in areas similar to the Contract area of operation. When so requested by the Identified User, the Contractor must provide documentary proof of such experience.

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the Identified User to be unsatisfactory for safety or other reasons, the Identified User may notify in writing the Contractor that the flight crew, the maintenance crew or both must be replaced. The

B - Requirements Definition

Identified User must immediately advise the Contracting Authority of the problem with the crew(s). The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the Contracting Authority of the corrective action taken. The aircraft involved must be considered unserviceable until a satisfactory crew resumes operations.

B4030D (31/03/95) Aircrew Reqts - Fixed Wing Aircraft

Effective 16/06/06, this clause is superseded by B4030C.

Remarks: Use the following clause in contracts for the charter of rotary wing aircraft.

The term "Identified User" must be defined in the contract.

B4031C (16/06/06) Aircrew Requirements - Rotary Wing Aircraft

The pilot-in-command must have flown a minimum of 1,000 hours on rotary wing aircraft, including 500 hours as pilot-in-command of the type of aircraft specified and 250 hours in areas similar to the Contract area of operation. When so requested by the Identified User, the Contractor must provide documentary proof of such experience.

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the Identified User to be unsatisfactory for safety or other reasons, the Identified User may notify in writing the Contractor that the flight crew, the maintenance crew or both must be replaced. The Identified User must immediately advise the Contracting Authority of the problem with the crew(s). The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the Contracting Authority of the corrective action taken. The aircraft involved must be considered unserviceable until a satisfactory crew resumes operations.

B4031D (31/03/95) Aircrew Reqts - Rotary Wing

Effective 16/06/06, this clause is superseded by B4031C.

Remarks: Use the following clause in contracts for air travel requirements.

B4032C (16/06/06) Safety Briefing

The pilot-in-command of the aircraft must ensure that all passengers are given a safety briefing before take-off in accordance with Section 602.89, Part VI, General Operating and Flight Rules of the Canadian Aviation Regulations 2005-2.

B - Requirements Definition

B4032D (30/10/96) Safety Briefing

Effective 16/06/06, this clause is superseded by B4032C.

Remarks: Use the following clause in contracts for the procurement of ammunition for the Department of National Defence.

B4033C (16/06/06) Ammunition Data Cards

The Contractor must:

- (a) prepare the ammunition data cards in accordance with Annex A or MIL-STD-1168B;
 - (b) forward the ammunition data cards to the consignee(s) identified in the Contract and to the Technical Authority; and
 - (c) annotate the propellant stabilizer content data on the ammunition data cards under Remarks, Block 16.
-
-

B4033D (30/10/96) Ammunition Data Cards

Effective 16/06/06, this clause is superseded by B4033C.

Remarks: Use the following clause in contracts when a lot acceptance test is requested by the Department of National Defence.

B4034C (16/06/06) Lot Acceptance Test

The Contractor must forward a copy of the lot acceptance test results to the Technical Authority.

B4034D (30/10/96) Proof Data

Effective 16/06/06, this clause is superseded by B4034C.

B4035D (30/10/96) Specialized Shipping Containers

In addition to the specified packaging procedures outlined herein, when shipping any repaired or overhauled items, the Contractor shall use the containers provided by Canada, if any. If necessary and

B - Requirements Definition

where practicable, containers shall be repaired. All non-pertinent markings shall be obliterated by the use of a suitable masking paint and all loose or curled labels shall be removed prior to the application of new labels.

The Contractor shall monitor for items requiring special packaging or handling, and shall recommend appropriate methods to the Requisition Authority.

B4037D (30/10/96) Aerospace Engineering Change Proposal

With respect to engineering change proposals, the procedures set out in Aerospace Engineering Change Proposal (AECP) CFTO C-05-002-001/AG000 (current issue) shall apply.

B4039D (30/10/96) Aircraft Tire Balancing

All tires requiring balancing hereunder shall be balanced by balance patches only.

Remarks: Use the following clause to define the method of tire age identification.

B4040D (30/10/96) Tire Age Identification

1. All tires shall show year of manufacture, by one of the following methods:
 - (a) Tires shall be coded by one circumferential band of 3/4 inch to 1 inch wide tape, completely around and approximately centred on the tread. Alternate numbers shall be inverted to ensure legibility on tire rakes. The appropriate colour is shown on the chart below; or

YEAR OF MANUFACTURE	TAPE COLOUR
1995	Yellow
1996	Magenta
1997	Red
1998	Silver/Grey
1999	Green
2000	Blue
2001	Orange
2002	Yellow

- (b) Tires shall be coded by one circumferential band of white tape 3/4 inch wide, completely around and approximately centred on the tread, with the year of manufacture shown in black numbers 1/2 inch high repeated at 12 inch intervals. Alternate numbers shall be inverted to ensure legibility on tire racks.
-
-

B - Requirements Definition

B4041D (30/10/96) Radioactive Material

This clause is cancelled effective 16/06/06.

B4042D (30/10/96) Identification Plates

1. Where identification plates are required, the Contractor shall arrange for their design and manufacture in accordance with the current issue of Canadian Forces Specification D-02-002-001/SG-001. Such plates shall be affixed to the deliverable end items prior to delivery.
2. Identification plates applicable to the U.S. Navy F-18 program shall be manufactured in accordance with the current issue of MIL-STD-130, except that the "U.S." shall be blanked out and the Canadian Contract number, prefixed with the word "CANADA", shall be specified in the Contract Number block.
3. Prior to production, identification plate drawings are to be submitted for approval to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DCIP 5-4-5

Remarks: Use the following clause to obtain nomenclature for equipment of military design, and where the life cycle material manager (LCMM) requests it, for commercial equipment.

B4043D (30/10/96) Military Nomenclature

1. The Contractor shall prepare nomenclature data (or confirm existing data), in accordance with the current issue of the following Canadian Forces Specifications:
 - (a) for Electronic Equipment: D-01-000-200/SF-001 (CA) or MIL-STD-196D (US);
 - (b) for Aeronautical Equipment: D-01-000-200/SF-002 (CA) or MIL-STD-875A (US);
 - (c) for Photographic Equipment: D-01-000-200/SF-003 (CA) or MIL-STD-155 (US).

2. The Contractor shall submit such nomenclature data to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Dr
Ottawa ON K1A 0K2

Attention: DCIP 5-4-5

no later than ninety (90) days prior to delivery of the deliverable end items to which the data relate.

B - Requirements Definition

Remarks: Use this clause to define the packing and marking for food requirements.

B4044D (30/10/96) Year of Pack and Marking

All food packages shall contain only the current season's crop of the country of origin. Each packing case shall be marked on one end with the month and year of packing in letters one half to one inch in height.

B4045D (30/10/96) Shipping Containers

This clause is cancelled effective 12/12/03.

B4046D (30/10/96) Batch Number

This clause is cancelled effective 16/06/06.

Remarks: Use the following clause in aerospace application when marking of hose assemblies is required.

B4047D (30/10/96) Marking - Aircraft Hose Assemblies

All rubber hose assemblies and all medium and high pressure teflon hose assemblies for aerospace applications, shall have a permanent identification band attached by welding.

B4048D (30/10/96) First Article Testing and Approval

This clause is cancelled effective 16/06/06.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for a Long Lead Time Item List for new equipment acquisitions. In variable < <1> > insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4049D (13/12/02) Long Lead Time Item List

1. The Contractor shall, within _____ days of the effective date of the Contract, provide both to the Contracting Authority and to DND at the address cited below, a Long Lead Time Item List (LLTIL), prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-

B - Requirements Definition

000. The cost of preparing the LLTIL may be included in the <<1>> _____ price. Any item with a procurement lead time (from placement of order to delivery) of greater than _____ months shall be included. Specific details of the data elements required in the LLTIL are listed on the Provisioning Documentation Selection Sheet appended at Annex _____.

2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of items listed in the LLTIL, shall also be provided by the Contractor in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: Director, Technical Information and Codification Services

B4049D (24/05/02) Long Lead Time Item List

Effective 13/12/02, this clause is superseded by B4049D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define the requirement for an Interim Spares List for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4050D (13/12/02) Interim Spares List

1. The Contractor shall, within _____ days of the effective date of the Contract, provide both to the Contracting Authority and to DND at the address cited below, an Interim Spares List (ISL) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF000. The cost for preparing the ISL may be included in the <<1>> _____ price and the ISL shall include _____ the approximate number of line items appearing therein. The ISL shall specify those spares which must be delivered prior to or concurrently with the goods to which the spares relate, in order to support those goods from the first day of delivery until the receipt of spares from the Provisioning Parts Breakdown (PPB) / Recommended Spare Parts List (RSPL). Specific details of the data elements required are listed on the Provisioning Documentation Selection Sheet appended at Annex _____.
2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of items listed in the ISL shall also be provided by the Contractor along with the ISL, in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: Director, Technical Information and Codification Services

B - Requirements Definition

B4050D (24/05/02) Interim Spares List

Effective 13/12/02, this clause is superseded by B4050D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for a Provisioning Parts Breakdown for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4051D (13/12/02) Provisioning Parts Breakdown

1. The Contractor shall, within ____ days of the effective date of the Contract, provide both to the Contracting Authority and to DND at the address cited below, a Provisioning Parts Breakdown (PPB) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SFO-000. The cost for preparing the PPB may be included in the <<1>> ____ price. Specific details of the data elements required are listed on the Provisioning Documentation Selection Sheet appended at Annex ____.
2. Supplementary Provisioning Technical Documentation (SPTD) for configuration verification and the codification and cataloguing of all items listed in the PPB shall also be provided by the Contractor along with the PPB in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: Director, Technical Information and Codification Services

B4051D (24/05/02) Provisioning Parts Breakdown

Effective 13/12/02, this clause is superseded by B4051D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for a Recommended Spare Parts List for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B - Requirements Definition

B4052D (13/12/02) Recommended Spare Parts List

1. The Contractor shall, within _____ days of the effective date of the Contract, provide to the Contracting Authority and to DND address cited below, a Recommended Spare Parts List (RSPL) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000. The cost for preparing the RSPL may be included in the <<1>> _____ price. Specific details of the data elements required are listed on the Provisioning Documentation Selection Sheet appended at Annex _____.
2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of all items listed in the RSPL shall also be provided by the Contractor along with the SPTD in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000.
3. Should the Contractor have any questions regarding the preparation, format or content of the provisioning documentation, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: Director, Technical Information and Codification Services

B4052D (24/05/02) Recommended Spare Parts List

Effective 13/12/02, this clause is superseded by B4052D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. To define a requirement for an Initial Provisioning Guidance Conference (IPGC) for new equipment acquisitions.

B4053D (30/10/96) Initial Provisioning Guidance Conference

1. Subject to paragraph 2., the Contractor shall plan and hold an Initial Provisioning Guidance Conference (IPGC) for the clarification of the requirements of the Initial Provisioning documentation called up in the Contract. The Conference, of which the Contractor shall keep formal minutes, shall be held at the Contractor's facility and shall take place as soon as practicable after the effective date of the Contract. There shall be no cost to Canada for the IPGC.
 2. The Contractor shall contact _____ at telephone () ____ - ____ immediately following the effective date of the Contract to establish:
 - (a) whether a Guidance Conference is necessary in the particular instance; and
 - (b) to confirm arrangements if the conference is deemed necessary.
 3. Canada's IPGC representation would normally consist of either one or two DND representatives, and a conference would not normally last longer than one day.
-
-

B - Requirements Definition

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. To define a requirement for an Initial Provisioning Conference (IPC) for new equipment acquisitions. In variable <<1>> of paragraph "1." insert the number of days. In variable <<2>> insert the name of the contact person. In variable <<3>> insert "bid" at the solicitation stage and "Contract" at the contract stage.

B4054D (30/10/96) Initial Provisioning Conference

1. The Contractor shall within <<1>> day of the effective date of the Contract, contact <<2>> by telephone at () - to arrange an Initial Provisioning Conference (IPC) to be held at the Contractor's facility. The cost per day for an IPC shall be included in the <<3>> price.
2. The purpose of the IPC is:
 - (a) if a Provisioning Parts Breakdown (PPB) has been included in the contract, to allow Canada to verify that the PPB reflects the current and complete configuration of the equipment being procured by comparing it to full assembly drawings; and
 - (b) if a PPB has not been included in the contract, to select the spares required to support the deliverable end items during an initial period of service.
3. The Contractor shall have available:
 - (a) a suitable conference room;
 - (b) engineering and product support assistance;
 - (c) equipment for a physical examination, if practicable;
 - (d) engineering, reliability and maintainability data;
 - (e) modification data, if applicable;
 - (f) Supplementary Provisioning Technical Documentation (SPTD) as defined in the current issue of Canadian Forces Specification D-01-100-214/SF-000.
4. Canada's provisioning representation would normally consist of five representatives from the technical and logistic areas.
5. The Contractor may still be required to provide logistic and engineering clarification or assistance and shall be required to provide SPTD should it subsequently be decided that a provisioning conference is not necessary.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to define a requirement for Materiel Change Notices (MCNs) for new equipment acquisitions. In variable <<1>> insert "bid" at the solicitation stage and insert "Contract" at the contract stage.

B4055D (30/10/96) Material Change Notice

1. Should there be any change to the information contained in the Provisioning Parts Breakdown (PPB), the Contractor shall prepare and submit Materiel Change Notices (MCNs) in accordance with the current issue of Canadian Forces Specification D-01-100-215/SF-000. The cost per MCN shall be included in the <<1>> price.
2. Supplementary Provisioning Technical Documentation (SPTD) for the codification and cataloguing of each new item listed on an MCN shall also be provided by the Contractor in accordance with the current issue of Canadian Forces Specification D-01-100-215/SF-000.

B - Requirements Definition

3. Should the Contractor have any questions regarding the preparation, format or content of an MCN, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DCIP _____

Telephone: (613) ____ - _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for contracts for goods requiring spare parts for which existing initial provisioning documentation is required to be revised.

B4056D (30/10/96) Revision of Provisioning Parts Breakdown

1. The Provisioning Parts Breakdown (PPB), provided in electronic media consistent with the current issue of Canadian Forces Specification D-01-100-214/SF-000, shall be amended by the Contractor to reflect all design changes.
2. Should the Contractor have any questions regarding the provisioning documentation, and its delivery, they shall be directed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa ON K1A 0K2

Attention: DCIP _____

Telephone: (613) ____ - _____

B4057D (30/10/96) Bilingual Publications

1. The Contractor shall provide and clearly label all technical publications required for description, operation, installation, maintenance and repair of the deliverable end items.
2. The Contractor shall provide as part of its proposal:
- (a) a recommended list of publications for approval by the Technical Authority, and
 - (b) a price quotation for all such publications based on options 1 through 4 following. The price structure shall be itemized in such a way as to clearly reflect the price differential between the different options and to clearly indicate what costs are directly attributable to the second official language requirement. Bidders shall also specify lead times required for delivery for each of the following options.

Option 1: Newly Written Manuals

All publications produced in both English and French, in side-by side format, in full conformance with **the current issues of C-01-100-100/AG-002 and C-01-100-100/AG-003.**

Option 2: Existing Manuals

B - Requirements Definition

All publications provided as existing commercial or foreign government off-the-shelf manuals in both English and French, in side-by-side format, meeting the requirements of the current issue of C-01-100-100/AG-005, provided that where existing commercial publications are not available, Option 1 shall apply.

Option 3: Alternate Format

All publications provided in any cost effective format in both English and French, provided they meet the requirements of the current issue of C-01-100-100/AG-005. This option requires the written approval of the Technical Authority prior to awarding of Contract.

Option 4: Right to Translate and Reproduce

All publications provided as existing unilingual commercial format, provided they meet the requirements of the current issue of C-01-100-100/AG-005, and provided that Canada is given the right to translate and reproduce, for Government use, any or all part of any publications supplied under the Contract.

Unilingual Publications

1. The Contactor shall provide and clearly label all technical publications required for description, operation, installation, maintenance and repair of the deliverable end items.
2. The Contractor shall provide as part of its proposal
 - (a) a recommended list of publications for approval by the Technical Authority;
 - (b) a price quotation for publications based on Options 5 and 6 following;
 - (c) lead times required for delivery for each of the options.

Option 5: Newly Written Manuals

All publications produced in full conformance with the current issue of C-01-100-100/AG-002 and C-01-100-100/AG-003.

Option 6: Existing Manuals

All publications provided as existing commercial or foreign government off-the-shelf manuals in accordance with the current issue of C-01-100-100/AG-005, provided that where existing commercial publications are not available, Option 5 shall apply.

B4058D (30/10/96) Publications, Specs. and Standards

1. Publications constituting deliverable end items shall be produced in conformance to the following specifications:
 - (a) **Format**

The current issue of C-01-100-100/AG-002 - Preparation of Technical Manuscripts by contractors.

The current issue of C-01-100-100/AG-003 - Production of Reproducible for Department of National Defence Technical Publications.

The current issue of C-01-100-100/AG-005 - Acceptance of Commercial and Foreign Government Publications as Adopted Publications.
 - (b) **Procurement**

The current issue of D-01-000-100/SF-000 - Specification for Procurement of Publishing Services and Published Works.
 - (c) **Packaging**

B - Requirements Definition

The current issue of D-LM-008-022/SG-000 - Standard of Packaging for Documentation.

(d) **Policy and Procedures**

The current issue of A-AD-100-100/AG-000 - National Defence Publishing Policy and Administration Procedures.

(e) **Technical Content**

The technical content shall meet the requirements of the current issue of the following specifications:

D-01-100-200/SF-000 - Preparation of Equipment Data Summaries;
D-01-100-202/SF-000 - Preparation of Equipment Descriptions;
D-01-100-203/SF-000 - Preparation of Operating Instructions;
D-01-100-204/SF-000 - Preparation of Preventative Maintenance Instructions;
D-01-100-205/SF-000 - Preparation of Corrective Maintenance Instructions;
D-01-100-207/SF-000 - Preparation of Parts Identification Lists.

(f) **Quality Assurance**

The Contractor shall conform to the Quality Assurance Program detailed in the current issue of C-01-100-100/AG-002 and C-01-100-100/AG-003.

2. Additional specifications may be called up by the Technical Authority respecting any specific publication deliverable end item.

Remarks: Use this clause for the provision of documents to the Contractor.

B4059D (30/10/96) Government Supplied Technical Documents

1. Should the Contractor require government drawings and publications or other technical documents, they shall be obtained from the nearest Canadian Forces Quality Assurance Region office.
2. At the conclusion of the Contract, the Contractor shall provide the Technical Authority with a list of all DND owned Canadian Forces Technical Orders (CFTOs) and microform production material, with a request for disposal instructions.

Remarks: Use the following clause when NATO Stock Numbers are not available when the original requisition is sent to Public Works and Government Services Canada.

B4060C (16/06/06) Cataloguing Requirements

Unless authorized by the Contracting Authority, the Contractor must not release for shipment any item which is not identified with a NATO Stock Number (NSN). If an NSN has not been provided, the Contractor must request an NSN from the Contracting Authority sixty (60) days before the scheduled shipment date. Such request must include the technical documentation required to allow for the cataloguing and assignment of the NSN.

B - Requirements Definition

B4060D (30/10/96) Cataloguing Requirements

Effective 16/06/06, this clause is superseded by B4060C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for capital acquisition procurement requirements, in bid solicitations and contracts, when controlled goods are to be purchased or repaired.

B4061D (10/12/04) Technical Data Summary

The Contractor shall furnish the Technical Authority with a Technical Data Summary, a technical description or a technical specification, which shall include the physical and performance characteristics and a functional description of the deliverable end item, and where applicable a complete list of accessories and peripheral items required to complete the deliverable end item being supplied. For a deliverable end item procured by the Contractor from a subcontractor or supplier, the Contractor shall furnish the name of the manufacturer and its part numbers along with the necessary documentation.

The Contractor must also identify any controlled goods as defined in the Schedule to the *Defence Production Act*. (See *Standard Acquisition Clauses and Conditions* Manual clauses A9130T and A9131C). All data shall be submitted at least sixty (60) days prior to the scheduled delivery date of the deliverable end item.

B4061D (13/12/02) Technical Data Summary

Effective 10/12/04, this clause is superseded by B4061D.

B4062D (30/10/96) Nomenclature and Identification Plates

Effective 01/12/00, this clause is superseded by B4042D, B4043D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B4066D (30/10/96) Service Bulletins

The Contractor shall deliver to the Technical Authority ___ copies of any Service Bulletins produced which cover modifications, improvements, or special maintenance actions to the deliverable end items purchased by Canada. This service shall continue for a period of ___ year(s) after delivery of the goods.

B - Requirements Definition

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B4068D (30/10/96) Government Review Period

1. The Contractor shall provide to the Contracting Authority, a production and delivery schedule for the publications which constitute deliverable end items that will ensure availability of the publications concurrently with the delivery of the goods to which the publications relate. The Contractor's schedule shall account for the time required by Canada to conduct reviews and provide acknowledgement or comments.
2. **Stages**
The following production milestone review stages shall be used for initial planning purposes:
 - (a) English Manuscript Approval
 - (b) French Manuscript Translation Accuracy Check (TAC)
 - (c) Camera-ready Pages (Reproducible)
 - (d) Printed Copy
 - (e) Consignment of approved manuals
3. **Quantities**
Following Certificate of Compliance approval, _____ copies of the publications which constitute deliverable and items shall be delivered to the consignees provided for herein.

B4069D (30/10/96) Markings - Shelf Life Materiel

Effective 15/04/04, this clause is superseded by D2015D.

B4070D (30/10/96) Status

This clause is cancelled effective 16/06/06.

Remarks: The contracting officer will edit the clause by specifying the applicable standard - W47.1 or W47.2.

B4075D (25/05/01) Welding Certification

Welding shall be undertaken only by a Contractor approved by the Canadian Welding Bureau (CWB) to meet the requirements of Canadian Standards Association (CSA) Standard: W47.1, Certification of Companies for Fusion Welding of Steel Structures, or W47.2, Certification of Companies for Fusion Welding of Aluminum. Approved welding procedures by the CWB shall be supplied on demand to the Inspection Authority.

B - Requirements Definition

B5000C (15/12/95) Design Change

This clause is cancelled effective 13/12/99.

B5000C (01/06/91) Design Change

Effective 15/12/95, this clause is superseded by B5000C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the responsibility to authorize design changes or deviations is retained by Canada.

B5001C (16/12/05) Design Change/Deviation

Design change/deviations from contract specifications must be authorized in advance as follows:

- (a) the Contractor will prepare Section 1 of form PWGSC-TPSGC 9038, Design Change/Deviation (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>), and forward ____ copies to:

Name of Design Authority: _____
Address: _____,

and one copy to:

Name of Contracting Authority: _____
Address: _____.

- (b) after approval by the Design Authority, ____ copies of form PWGSC-TPSGC 9038 shall be forwarded to the Contracting Authority for official authorization and incorporation into the Contract.
-
-

B5001C (13/12/02) Design Change/Deviation

Effective 16/12/05, this clause is superseded by B5001C.

B5002C (15/12/95) Substitution/Deviation - Authorization

Effective 16/06/06, this clause is superseded by A1024C.

B - Requirements Definition

B5003D (16/02/98) Author's Alterations

This clause is cancelled effective 16/06/06.

B5003D (01/06/91) Author's Alterations

Effective 16/02/98, this clause is superseded by B5003D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B5006D (15/09/97) Design Changes

1. In the event that modifications, i.e. Design Changes or additional work are introduced, costs for this work will be negotiated under Design Change Procedure. Even if there is no change in cost, the Design Change form shall be completed to provide a formal reference to the change in Specification.
 2. Should the Owner deem it advisable to make any reasonable changes in the arrangement or details during the course of the work, provided they are ordered before that particular part of work to which the Owner refers is commenced and they involve no extra cost to the Contractor, they shall be implemented without invalidating the Contract.
 3. The costs of Design Changes will be negotiated as follows:
 - (a) Labour at a Firm Hourly Chargeout rate of \$ ____ per person-hour.
 - (b) Material at Laid Down Cost, plus of mark-up of ____ percent.
 - (c) Goods and Services Tax or Harmonized Sales Tax to be shown as a separate item.
-
-

B5006D (01/06/91) Design Changes

Effective 15/09/97, this clause is superseded by B5006D.

Remarks: Use this clause for new construction, repair or re-fit of ships, general construction, or in any other contract where the possibility of design changes or additional work arising exists.

B5007D (30/05/03) Design Change or Additional Work

In the event of Design Changes, Additional Work or New Work being introduced to the Contract, the procedure given below must be followed:

Design Changes, Additional or New Work Originating from the Technical Authority

B - Requirements Definition

1. The Technical Authority will inform the Contracting Authority of the requirement, giving sufficient details.
2. The Contracting Authority will forward this information to the Contractor requesting estimates for the Work on a firm price basis wherever possible (increased or decreased).
3. The Contractor shall submit an estimate, supported by full details, to the Contracting Authority on:
 - (a) form PWGSC-TPGSC 1686, Quotation for Design Change or Additional Work, or
 - (b) form PWGSC-TPSGC 1379, Work Arising or New Work, or
 - (c) other forms as may be designated by the Contracting Authority.
4. The Contracting Authority will evaluate and negotiate with the Contractor as necessary and, upon agreement being reached, authorize the Work and amend the Contract accordingly.

Design Changes, Additional or New Work Originating from the Contractor

1. The Contractor will submit the proposal to the Contracting Authority, supported by full details including specifications and drawings if necessary, and reasons for the submission, together with the estimated cost (increased or decreased) for the Work, and request approval for same.
2. The Contracting Authority will present the proposal to the Technical Authority for their review and approval.
 - (a) If approved, the Contracting Authority will negotiate with the Contractor, finalize prices, authorize the Work and amend the Contract.
 - (b) If not approved, the Contracting Authority will advise the Contractor.
 - (c) If approved with modifications, the procedures outlined under "Design Changes Originating from the Technical Authority" will be followed.

Authority

The Contractor shall not proceed with any design change, additional work or new work without the written authorization of the Contracting Authority. Any work taken in hand without the Contracting Authority's written authorization shall be considered to be work carried out outside the scope of the known contracted work and no extra payment shall be made for any such work.

Local approvals

1. Design Changes of a minor nature and low-dollar value, and particularly those requiring urgent decisions, WHEREVER POSSIBLE, will be dealt with by the Contracting Authority's on-site representative.
2. The Contracting Authority's on-site representative will negotiate a "firm price" with the Contractor for the Work, discuss same with the Technical Authority and, upon agreement, approve and advise the Contractor to proceed.
3. The Contract will be amended.
4. Forms will be provided for the proper reporting of the above indicating individual and cumulative maximum dollar values.

B5007D (13/12/02) Design Change or Additional Work

Effective 30/05/03, this clause is superseded by B5007D.

B - Requirements Definition

Remarks: Use the following clause in aircraft overhaul and maintenance contracts with relation to controlled procurement inventory.

B6000C (15/12/95) Controlled Procurement Inventory

Prior to the purchasing of any spares estimated to be necessary for the performance of this Contract, a list of such spares shall be submitted to the Contracting Authority. The Contracting Authority will forward the list of spares to the Technical Authority for review to determine if any existing stocks of spares belonging to Canada may be used as government issue in the performance of this Contract. When the list has been reviewed, the Contracting Authority shall advise the Contractor in writing of those spares, if any, which will be government issue under this Contract; provided that this clause shall not be construed as approval by Canada of the Contractor's estimates of the spares to be required in the performance of the Work; and provided further that this clause shall not be deemed to alter or modify any other provision of this Contract or relieve the Contractor from any responsibility in carrying out the Contract or impose any obligation on Canada.

The Contractor shall keep all such spares purchased or acquired by it, physically segregated from the Contractor-furnished material and shall furnish the Contracting Authority with an accounting of its acquisition, storage, handling and use of such spares as Canada may require. The Contractor shall allow the Contracting and/or Technical Authority to have access to the Contractor's provisioning methods, allowing for the inspection of the inventories, accounting method, storage, handling, care, and the use of such spares.

B6000C (01/06/91) Controlled Procurement Inventory

Effective 15/12/95, this clause is superseded by B6000C.

B6001D (01/06/91) Design - Property of Canada

Effective 15/12/95, this clause is superseded by K3006D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B6002D (16/02/98) Government-Owned Cylinders, Servicing of

1. **OPERATION 1:**
Hydrostatic testing including washing, drying and valving \$_____ per cylinder.
2. **OPERATION 2:**
Washing, drying and valving only \$_____ per cylinder.
3. **OPERATION 3:**

B - Requirements Definition

Painting and stencilling \$ _____ per cylinder.

4. OPERATION 4:

- (a) Replacing valves \$ _____ per cylinder.
 - (b) Repairing Valves \$ _____ per cylinder.
-
-

B6002D (01/06/91) Government-Owned Cylinders, Servicing of

Effective 16/02/98, this clause is superseded by B6002D.

B6003D (01/06/91) Components of the Work

This clause is cancelled effective 15/12/95.

B6004D (10/06/05) Damage to or Loss of Crown Property

This clause is cancelled effective 16/06/06.

B6004D (10/12/04) Damage to or loss of Crown Property

Effective 10/06/05, this clause is superseded by B6004D.

B6005D (31/01/92) Ownership of Product

This clause is cancelled effective 16/06/06.

B - Requirements Definition

Remarks: Use the following clause in contracts for licenced software.

B6010C (01/12/00) Licenced Software - Transfer

The licences obtained pursuant to this Contract are freely transferable by the Licensee to any Canadian government department, corporation or agency as defined in schedules I, I.1, II or III of the *Financial Administration Act* or to any other party for which the Department of Public Works and Government Services has been authorized to act pursuant to section 8 of the *Department of Public Works and Government Services Act*, upon the terms and conditions set out herein, provided however, that the Licensee shall inform the Contractor of the transfer and the location(s) of the licensed software within thirty (30) days of the transfer occurring.

B6010C (03/02/97) Licenced Software - Transfer

Effective 01/12/00, this clause is superseded by B6010C.

Remarks: Use this clause in all ship repair requirements for a military unmanned refit.

B6100D (25/05/01) Stability

The Contractor shall be solely responsible for the stability and trim of the ship during the period the ship is in the Contractor's facility, including docking and undocking. To this end, the Contractor shall maintain weight change information pertinent to the ship's stability during the docking period. The Department of National Defense will supply the Contractor with cross curves of stability, hydrostatic curves, tank status, location of centre of gravity, and other information relevant to the ship's condition upon handing over of the vessel.

Remarks: The following clause is used by Aerospace, Marine and Electronics Systems Sector, where applicable.

B6300C (16/02/98) Shortages, Issue Equip. Owned by Canada

The Contractor shall conform to such Canadian Forces supply instructions as issued by the Technical Services Agency covering the demanding, handling, storage and maintaining of adequate records of contract issue stores owned by Canada. Notice of any shortages shall be given in duplicate on form CF 152 to the Contracting Authority named on page 1, who shall determine whether such shortage or shortages are normal, consideration being given to the volume of such stores handled by the Contractor. Each notice shall be supported by a letter setting forth the reasons for the deficiencies and indicating on a percentage basis the relationship of the quantity of such shortage to the total quantity acquired per item. The Contractor shall be responsible for any shortage in excess of such normal shortage.

B - Requirements Definition

B6300C (01/06/91) **Shortages, Issue Equipment Owned by Can.**

Effective 16/02/98, this clause is superseded by B6300C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in Defence Production Revolving Fund contracts when government-supplied materiel or government-furnished equipment will be provided to the contractor.

B6700C (15/12/95) **Government Issue**

Items of government issue described in this Contract will be supplied to the Contractor for incorporation by the Contractor in the supplies required to be produced and delivered.

The Contractor shall segregate and store such items of government issue as Canada's property pending incorporation in the supplies.

Any items of government issue to be supplied directly from Canada's stock will be made available to the Contractor, subject to the availability of stock.

All other components, etc., not explicitly mentioned above are to be supplied by the Contractor.

B6700C (01/06/91) **Government Issue**

Effective 15/12/95, this clause is superseded by B6700C.

B6701C (30/10/96) **Government Supplied Materiel**

This clause is cancelled effective 16/06/06.

Remarks: Use this clause when the contractor will have to purchase non-consumable equipment and/or materials in order to perform the work, and the cost of these items are to be billed against the contract.

B6800C (15/12/95) **Non-Consumable Equipment and Material**

The Contractor shall take reasonable and proper care of all non-consumable equipment and material charged against this Contract while it is in the possession of the Contractor.

Concurrently with the submission of the final report, the Contractor shall provide the Technical Authority with a detailed list of all such equipment and material and request disposal instructions. A copy of the list shall also be forwarded to the Contracting Authority.

B - Requirements Definition

B6800C (01/06/91) Non-Consumable Equipment and Material

Effective 15/12/95, this clause is superseded by B6800C.

B6801C (01/06/91) Work-Site Regulations - Compliance

Effective 31/03/95, this clause is superseded by A9062D.

B6802C (16/02/98) Government Facilities and Chattels

The supplier understands and agrees that the temporary help employees are not to use the government facilities and chattels for personal purposes.

B6802C (01/06/91) Government Facilities and Chattels

Effective 16/02/98, this clause is superseded by B6802C.

B6803D (01/06/91) Accommodation

This clause is cancelled effective 16/06/06.

B6804D (01/06/91) Components of the Work

This clause is cancelled effective 15/12/95.

B - Requirements Definition

B6805D (15/12/95) Loan of Equipment

This clause is cancelled effective 16/06/06.

B6805D (01/06/91) Loan of Equipment

Effective 15/12/95, this clause is superseded by B6805D.

Remarks: The following clause should be used only with the appropriate security clause(s) as detailed in subsection "5-F" of the Standard Acquisition Clauses and Conditions Manual.

B6806C (16/02/98) Work Location

Normally, the Work shall be performed at the Contractor's own place of business. However, provision will be made for the Contractor's personnel, on a need-to-know basis, to have access to sensitive (designated/classified) information or assets as required. Contractor's personnel requiring access to sensitive information or assets must hold a valid, appropriate level of personnel security screening in accordance with the security requirements of the Contract. Facilities will be provided as necessary by the Project Authority. Technical and clerical support, supplies and equipment necessary to accomplish tasks are to be provided by the Contractor.

B6806C (15/12/95) Work Location

Effective 16/02/98, this clause is superseded by B6806C.

B6807C (01/08/92) Work Location

Effective 15/12/95, this clause is superseded by B6806C.

B6808C (31/01/92) Work Location

This clause is cancelled effective 15/12/95.

B - Requirements Definition

B6808T (31/01/92) **Work Location**

This clause is cancelled effective 01/08/92.

B6809C (31/01/92) **Work Location**

Effective 01/12/92, this clause is superseded by M2017C.

B6811C (15/12/95) **Crown Property**

Effective 16/06/06, this clause is superseded by B6800C.

B6812D (16/02/98) **Laundrying**

This clause is cancelled effective 16/06/06.

B6812D (15/12/95) **Laundrying**

Effective 16/02/98, this clause is superseded by B6812D.

B6813D (15/12/95) **Garments and Towels - Rental and Laundry**

This clause is cancelled effective 16/06/06.

B - Requirements Definition

Remarks: Use this clause in conjunction with B7005D.

B7000D (16/02/98) Outright Rejections

1. If prevalent throughout, the following conditions will cause rejection of the full pieces:
 - (a) mill creases/calendar marks;
 - (b) edge to edge shading;
 - (c) tears, holes or marks beyond 12 mm from the outer edge of the selvage;
 - (d) poor dye penetration and/or streaks;
 - (e) weak or tender fabric;
 - (f) warp or filling defects throughout.
-
-

B7000D (01/05/96) Outright Rejections

Effective 16/02/98, this clause is superseded by B7000D.

Remarks: Use this clause in conjunction with B7005D.

B7001D (16/02/98) Outright Rejections

1. If prevalent throughout, the following conditions will cause rejection of the full pieces:
 - (a) poor dye penetration and/or streaks;
 - (b) weak or tender fabric;
 - (c) warp or filling defects throughout.
-
-

B7001D (01/05/96) Outright Rejections

Effective 16/02/98, this clause is superseded by B7001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7002T (15/09/97) Government Supplied Material Usage

1. Government Supplied Material (GSM) shall be used in the manufacture of the item(s) detailed herein. The bidder is required to state the required quantity per unit for each item. Material usage must be accurately estimated, as material required in addition to that estimated below must be purchased from Canada at the price indicated herein. Usage of GSM is a component of the bid price and will factor in bid evaluation. Failure to indicate the GSM required for each item will result in your bid being considered non-responsive.

B - Requirements Definition

2. Canada will provide to the Contractor the GSM specified in the Contractor's bid free of charge, including transportation charges to: _____.

Government Supplied Material:

- (a) Description;
- (b) Minimum Width;
- (c) Item
- (d) Quantity per unit
- (e) Price per unit *.

_____ m/ea

* Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate,

B7002T (01/05/96) Government Supplied Material Usage

Effective 15/09/97, this clause is superseded by B7002T.

B7003D (16/02/98) Government Supplied Material

1. Government Supplied Material (GSM) is the property of the Government of Canada. The Contractor is responsible for maintaining satisfactory records of the disposition of all GSM.
2. The GSM described herein must be used in the manufacture of the item(s) contracted. Only the quantity of material stated herein will be supplied by Canada without charge.
3. If additional GSM is required for Contract completion, it shall be purchased from Canada at the unit price stated herein, Goods and Services Tax or the Harmonized Sales Tax extra. Payment for excess material shall be in the form of a certified cheque payable to the Receiver General for Canada and shall be sent with the request for additional material directly to the attention of the Contracting Authority at the address specified on page 1. This material will be shipped to the Contractor, transportation charges collect.
4. Where pre-production sample(s) is a requirement of the Contract, the Contractor agrees that no GSM, with the exception of material required for the pre-production sample(s), shall be cut, used or processed until the government Technical Authority has approved the pre-production sample and provided a formal notice of acceptance. Damage incurred as a result of cutting GSM prior to acceptance of any pre-production sample(s) shall be the Contractor's responsibility.
5. The Contractor shall replace or make good, at its own expense, any goods which fail to conform to the Contract requirements, as a result of faulty or inefficient cutting, manufacture or workmanship.
6. In the event of problems with the GSM supplied, the Contractor shall advise the Contracting Authority immediately, identifying the specific problem. Should the Contractor proceed without guidance from the Contracting Authority, any costs incurred, and loss of GSM shall be at the Contractor's expense.
7. The Contractor shall be required to rebate Canada for the value of GSM applicable to any quantity not delivered against the Contract. The value shall be calculated at the unit price and usage stated herein.

B - Requirements Definition

8. Upon completion of the total Contract quantity, should there be GSM with a total value in excess of \$250, the Contractor is required to either:
 - (a) return the material to the sender with transportation charges to the account of Canada. The Contracting Authority is to be contacted to make appropriate arrangements; OR
 - (b) apply for an overrun to the Contract quantity. Prior approval by the Contracting Authority for an overrun is required under a formal Contract amendment.
 9. Canada will not be obligated to pay for work performed on any GSM that is damaged or lost while in the Contractor's care.
 10. GSM and/or rejected units containing GSM shall not be disposed of without written approval of the Contracting Authority. Transportation charges for the return of GSM where the Contract has not been satisfactorily completed shall be at the Contractor's expense.
 11. While a final GSM accounting is not automatically required for every Contract, Canada reserves the right to request a final accounting at any time within one year of the Contract completion date.
-
-

B7003D (01/05/96) Government Supplied Material

Effective 16/02/98, this clause is superseded by B7003D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7004D (16/02/98) Sponging - Wool or Wool Blend Material

1. All wool or wool blend fabrics supplied by Canada shall be sponged before cutting. The sponging costs and any shrinkage loss is included in the quoted price.
2. Canada will provide the Government Supplied Material free of charge to the Contractor, including transportation charges to the sponger indicated herein. The Contractor will be responsible for transportation costs from the sponger to its plant.

Name of Sponger: _____
Address : _____.

B7004D (01/05/96) Sponging - Wool or Wool Blend Material

Effective 16/02/98, this clause is superseded by B7004D.

B - Requirements Definition

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7005D (01/05/96) Assessment of Faults in Textile Fabrics

1. The material covered by this Contract shall be free from imperfections and blemishes such as may adversely affect its appearance or serviceability as determined when viewed under inspection conditions satisfactory to the Quality Assurance Representative.
2. Such defects (imperfections or blemishes) shall be strung (flagged) along the right hand selvedge of the face side using colourfast strings for each two (2) linear decimetres in which the defect occurs (not applicable to narrow fabrics 15 cm or less in width).
3. Allowances shall be deducted from the gross piece length for each defect or splice, on the basis of two (2) linear decimetres per fault. Gross length, net length and number of splices shall be recorded on each piece ticket. Net length shall be the basis for payment.
4. Fabric with more than ____ defects per 100 metres ***square or linear*** shall be rejected.

B7007D (30/05/03) Tooling

Tooling

1. The tooling listed herein shall be required for the performance of the Contract.
2. Cost of repair of damaged tooling through mishandling will be charged against the Contractor. Sharpening or slight nicking will not be considered mishandling.
3. Upon completion of contract, all related tooling owned by Canada on loan agreement shall be inspected 100 percent by the Contractor for condition and count. Any unserviceable items found shall be returned to serviceable condition. Non-repairable items will be reported to Public Works and Government Services Canada (PWGSC).

Form CF 1280 will be prepared by the Contractor to confirm this has been done and will list any components which have been lost or are non-repairable.

Department of National Defence (DND) (Canadian Forces Technical Services Detachment) will verify action taken and PWGSC will authorize release of tooling for return to DND or for use on next contract.

Return of Tooling

1. Items shall be packaged in accordance with best commercial standards to ensure safe arrival at destination. The exterior of each box being returned to Canadian Forces Supply Depots shall be identified as follows:
 - (a) description;
 - (b) NATO Stock Number;
 - (c) size;
 - (d) quantity.
2. Items not identified or not packaged in accordance with this requirement shall be returned to the Contractor. The Contractor shall be liable for return shipping costs and associated labour costs involved.
3. The cost of shipping the tooling to DND shall be paid by Canada provided such costs have been approved by PWGSC's Contracting Authority prior to shipment. Terms shall be FOB Delivery Destination.

B - Requirements Definition

4. All terms and conditions of Loan Agreement, form PWGSC-TPSGC 7118, and those under Section 21 (Government Property) of general conditions 9601, General Conditions - Long Form, shall form part of the Contract.
-
-

B7007D (03/02/97) Tooling

Effective 30/05/03, this clause is superseded by B7007D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7008D (01/05/96) Production Run for Patterns for Sealing

The Contractor will be required to make patterns for sealing as a special lot after acceptance of the Pre-production Sample, if applicable, and prior to production. These patterns must conform to the technical requirements in all respects.

Patterns not acceptable for sealing will be returned to the Contractor indicating their non-conformance and will require replacement.

Patterns for sealing will be forwarded from the Contractor's plant with a properly signed release document (CF 1280), if applicable, to:

Name: _____
Address: _____

B7009D (10/12/04) Tooling for Metal Insignia

1. The tooling required to perform the work under the Contract, and listed below, will be supplied FOB Destination by the Department of National Defence (DND). The cutting tools will not be supplied.
2. It is anticipated that the tooling will be available within fifteen (15) days of contract award. However, in the event of a delay in delivery of this tooling, the Contractor shall not be entitled to have or submit a claim resulting from any delay in the delivery of this tooling. The title to the tooling shall remain vested in Canada including any replacement thereof.
3. Notwithstanding the provisions of Section 21 of general conditions 9601, during the course of the Contract, the Contractor shall take reasonable and proper care of the tooling while in his custody and shall maintain and/or replace the tooling at his expense if damaged through his mishandling or negligence. At the conclusion of the Contract, the Contractor will have in his possession a complete set of the tooling in a usable condition. The Contractor will not be responsible for any loss or damage to the tooling caused by fire.
4. Upon completion of the Contract, all related DND Canada-owned tooling shall be 100 percent inspected by the Contractor for condition and count. Any items found unserviceable shall be returned to serviceable condition. Non-repairable items will be reported to the Contracting Authority, Public Works and Government Services Canada. A form CF 1280 will be prepared by the Contractor to confirm the tooling being returned and will list any components which have been lost or are not repairable. The DND Quality Assurance representative will verify action taken by the Contractor and will authorize release of the tooling for return to Quality Engineering Test Establishment (QETE), Quebec City, for inspection and storage.

B - Requirements Definition

5. (a) Upon completion of the Contract, the tooling shall be immediately returned prepaid to:
- Quality Engineering Test Establishment
Metrology Mechanics Laboratory
57A St. Louis Street
Quebec, Quebec G1R 3Z2
- (b) The exterior of each box being returned to QETE shall be identified as follows:
- description;
 - kit no.; and
 - quantity.
- (c) Items not identified or not packaged in accordance with this requirement and/or subsequently found to be unserviceable, shall be returned to the Contractor. The Contractor shall be liable for return shipping costs and all costs involved in restoring the tooling.
-
-

B7009D (16/02/98) Tooling for Metal Insignia

Effective 10/12/04, this clause is superseded by B7009D.

B7010D (01/05/96) Labelling

NOTE 1: This clause constitutes a deviation to the specification for marking and care labelling instructions.

1. Labels shall be clearly marked in accordance with the following:
- (a) Marking: A label shall be positioned as described in the technical data. The label and markings shall be in accordance with D-80-001-055/SF-001. The markings shall include in characters not less than 1/8 inch (3.2 mm) not more than 1/4 inch (6.3 mm) in height the following information:
- (1) Contract Number;
 - (2) NATO Stock Number (number will be designated on the contract for item or size);
 - (3) size identification (see Scale of Measurements); and
 - (4) date of start of production (month and year).
- e.g.: W8463-2-BDOW/01-PC
8415-21-909-7043
6732
12 1992

NOTE 2: Where marking of items per above is not feasible, the NATO Stock Number shall be etched or indelibly marked where possible.

- (b) Care labelling: As specified in the technical data, using the care symbols in accordance with CAN/CGSB-86.1 and as specified in item description herein.
-
-

B - Requirements Definition

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7011D (30/05/03) Samples

Select paragraph as applicable:

Government Available Material:

The Contractor shall be required to purchase within seven (7) calendar days following the date of award sufficient materials from the Royal Canadian Mounted Police to make up pre-production sample(s) and submit same for approval prior to commencing production.

Pre-Production Samples:

One or two pre-production samples, accompanied by the sealed sample where applicable, shall be forwarded to the Technical Authority for acceptance within _____ calendar days from notification of award of Contract ***and receipt of Government Supplied Material*** and receipt of Tooling***.

Production Samples:

1. A production sample two (2) metres in length, full width, shall be taken from the first production run and shall be forwarded to the Technical Authority, accompanied by the sealed sample(s), for acceptance within _____ calendar days from notification of award of Contract.
2. If the first sample(s) is/are rejected, second sample(s) shall be submitted within _____ calendar days of notification of requirement.
3. The Contractor shall carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The sample(s), and a copy of the inspection and test report(s), shall be forwarded to the Technical Authority, transportation charges prepaid, and without charge to Canada.
5. The Technical Authority shall notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). The notice of conditional acceptance or acceptance shall not relieve the Contractor from complying with all requirements of the specification(s) and all other terms of the Contract.
6. The Contractor shall not commence or continue with production of the items under this contract and, if applicable, shall not make any deliveries in response to any call-ups (form PWGSC-TPSGC 942, Call-up Against a Standing Offer), until the Contractor has received notification from the Technical Authority that the sample(s) are acceptable. The production of the Contract balance prior to sample acceptance is at the sole risk of the Contractor.
7. Where the second sample(s) submitted by the Contractor is/are rejected by the Technical Authority for failing to meet the contract requirements, the Contract may be terminated by the Minister for the default of the Contractor. Any such termination shall be pursuant to and governed by Section 26, *Default by the Contractor*, of general conditions 9601, General Conditions - Long Form.
8. The Contractor shall contact the Technical Authority for direction prior to proceeding with this requirement. Sample(s) may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing. The waiving of this requirement will be at the discretion of the Technical Authority and shall be in writing.

B - Requirements Definition

B7011D (01/05/96) **Samples**

Effective 30/05/03, this clause is superseded by B7011D.

B7020D (25/05/01) **Material**

This clause is cancelled effective 16/06/06.

Remarks: Use the following clause when the contractor must be advised of the consequences of delivering goods in excess of the quantity specified in the contract.

B7500C (16/06/06) **Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

B7500D (16/02/98) **Quantity Specified**

Effective 16/06/06, this clause is superseded by B7500C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B7800D (16/02/98) **Quantity - Minimum/Maximum**

A minimum delivery of ____ percent or a maximum delivery of ____ percent of the total quantity is acceptable to satisfy this requirement.

B7800D (15/12/95) **Quantity - Minimum/Maximum**

Effective 16/02/98, this clause is superseded by B7800D.

B - Requirements Definition

B7801D (01/06/91) **Quantity - Minimum (95%)**

Effective 15/12/95, this clause is superseded by B7800D.

B7802D (16/02/98) **Quantity - Guarantee (85 percent)**

1. In consideration of Canada guaranteeing to accept 85 percent of the maximum quantity specified, the Contractor agrees:
 - (a) to be ready during the period specified to supply to Canada the remaining 15 percent, and
 - (b) to give to Canada an irrevocable option to purchase the remaining 15 percent at any time during the period at the prices shown herein.
-
-

B7802D (01/06/91) **Quantity - Guarantee (85%)**

Effective 16/02/98, this clause is superseded by B7802D.

B7803D (01/06/91) **Quantity - Approximation**

Effective 15/12/95, this clause is superseded by P1001D.

B7804D (01/06/91) **OVERRUNS**

Effective 15/12/95, this clause is superseded by P1027D, P1028D.

B7805D (01/06/91) **OVERRUNS**

Effective 15/12/95, this clause is superseded by P1027D, P1028D.

B - Requirements Definition

B7806D (01/06/91) Overruns/Underruns

Effective 15/12/95, this clause is superseded by P1030D.

B7807D (01/06/91) Commercial Pack Quotation

This clause is cancelled effective 16/06/06.

Remarks: This clause is used to offer to provide a copy of the Canadian Government Catalogue of Materiel (CGCM) on CD-ROM as part of the information provided by the Government and to ensure the subsequent protection of the data. Use the following clause to inform the contractor of the terms and conditions for the distribution of the CGCM on CD-ROM. The contracting officer must ensure that the address of the National Defence quality assurance representative is clearly indicated in the contract.

B8041D (24/05/02) Catalogue of Materiel (CGCM) on CD-ROM

1. The Department of National Defence will provide a copy of the Canadian Government Catalogue of Materiel (CGCM) on CD-ROM, Publication A-LM-137-COM/LX-001 to the Contractor, upon written request to the National Defence Quality Assurance Representative (NDQAR) as specified in the Contract. The CGCM includes limited rights data of certain NATO countries or manufacturers, and such information is proprietary to these entities. Therefore, as required by NATO Standardization Agreement (STANAG) 4438, the Contractor shall be required to sign a non-disclosure agreement and protect the data in accordance with the conditions of the said Agreement.
 2. Provisions of the CGCM will be coordinated through the NDQAR.
-
-

B8041D (13/12/99) Catalogue of Material (CDCM) on CD-ROM

Effective 24/05/02, this clause is superseded by B8041D.

B8044D (30/05/03) Mobile Repair Parties

The Contractor's Mobile Repair Parties (MRP's) shall comply with the procedures set forth in Canadian Forces Technical Order CFTO C-02-005-011/AM-000, Mobile Repair Parties Manned by Contractor Personnel. All matters pertaining to the performance of the Work on the site shall be referred to the appropriate Base Technical Services Officer (or to his appointed delegate), who shall oversee the conduct of the Work and shall when appropriate signify satisfactory completion and acceptance of the Work by signing a copy of Appendices "C" and "D" to the aforementioned CFTO. On completion of the Work, the Contractor shall provide the Contracting Authority with a cost breakdown by category including person

B - Requirements Definition

hours by trade, travel expenses, living expenses, etc. Costs shall be all inclusive, and shall reflect the actual amount being claimed.

B8044D **(16/02/98)** **Mobile Repair Parties**

Effective 30/05/03, this clause is superseded by B8044D.

B9000D **(01/06/91)** **Requirement**

This clause is cancelled effective 15/12/95.

B9001D **(01/06/91)** **Official Languages**

This clause is cancelled effective 15/12/95.

B9001T **(01/08/92)** **Introduction**

This clause is cancelled effective 15/12/95.

B9001T **(31/01/92)** **Introduction**

Effective 01/08/92, this clause is superseded by B9001T.

B9002D **(01/06/91)** **Mechanic Qualifications**

This clause is cancelled effective 16/06/06.

B - Requirements Definition

B9003D (01/06/91) Recovery of Information

This clause is cancelled effective 15/12/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B9004D (16/02/98) Equipment

1. The Contractor has the following equipment available for the performance of the Work:

DESCRIPTION	QUANTITY
(a) _____	_____
(b) _____	_____
(c) _____	_____

B9004D (15/12/95) Equipment

Effective 16/02/98, this clause is superseded by B9004D.

B9005D (01/06/91) Gaseous Pressure

This clause is cancelled effective 15/12/95.

B9006D (01/06/91) Docking Facility Certification

Effective 15/12/95, this clause is superseded by B9006T.

B9006T (15/12/95) Docking Facility Certification

Bidders are to include with their Bid current and valid certification of the capacity and condition of the docking facility to be used for the Work. This certification shall be provided by a recognized consultant or classification society following an inspection of the docking facility.

B - Requirements Definition

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers or abutments adjoining the dry dock may, in fact, preclude the facility from being considered as a possible dry docking site. The Bidder is further required to demonstrate to the satisfaction of Canada that the certified capacity of its dry docking facility is adequate for the anticipated loading as specified in the related dry docking plans and other documents.

B9007D (15/12/95) Outstanding Work

The Department of National Defence (DND), Quality Assurance Representative (QAR), in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the refit. This list will form the annexes to the formal acceptance document, Record of Inspection, CF1148.

B9007D (01/06/91) Outstanding Work

Effective 15/12/95, this clause is superseded by B9007D.

B9008T (01/06/91) Hovercraft - Requirement

This clause is cancelled effective 01/12/92.

B9009D (15/12/95) Data Collection

To enable the Department of National Defence (DND) to establish data with respect to availability and location of spares required for refits to auxiliary vessels, the Contractor is to supply the DND Quality Assurance Representative (QAR) with a copy of all purchase orders relating to spare parts used for work specified in the Maintenance and Repair Specification List (MRSL) and unscheduled work. Information on cost of spares is not required in these instances.

B9009D (01/06/91) Data Collection

Effective 15/12/95, this clause is superseded by B9009D.

B - Requirements Definition

B9010D (01/06/91) Requirement

Effective 16/06/06, this clause is superseded by B4008C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer must list the equipment agreed to in B9011T.

B9011C (16/02/98) Required Equipment

1. The Contractor shall have the following equipment available for the performance of the Work:

DESCRIPTION	QUANTITY
(a) _____	_____
(b) _____	_____
(c) _____	_____

B9011C (15/12/95) Required Equipment

Effective 16/02/98, this clause is superseded by B9011C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B9011T (16/02/98) Required Equipment

1. The following equipment is to be available for the performance of the Work:

DESCRIPTION	QUANTITY
(a) _____	_____
(b) _____	_____
(c) _____	_____

2. The Bidder may propose alternate equipment/quantity to that stated above, provided the alternate equipment/quantity proposed is adequate to provide the same performance as the stated equipment.
-
-

B - Requirements Definition

B9011T (15/12/95) Required Equipment

Effective 16/02/98, this clause is superseded by B9011T.

B9013T (01/08/92) Services to be provided

This clause is cancelled effective 15/12/95.

B9017T (01/08/92) Period of Service

Effective 31/03/95, this clause is superseded by A9009D.

B9020T (01/08/92) Bidder's Conference

This clause is cancelled effective 31/03/95.

B9021D (01/08/92) Insurance Requirements

Effective 01/12/92, this clause is superseded by G6000D.

B9022D (01/08/92) Insurance Requirements

Effective 01/12/92, this clause is superseded by M2018D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for on-site maintenance services of equipment.

B - Requirements Definition

B9023C (01/05/96) Requirement

1. The Contractor shall perform on-site preventive and remedial maintenance services during the Principal Period of Maintenance (PPM) for Canada-owned electronic data processing equipment as identified in Appendices "____" hereto; and
 2. On an as-and-when-requested basis, the Contractor shall perform on-site preventive and remedial maintenance services outside the PPM, as detailed in Appendix "____" hereto;
 3. The services are described in detail in Appendix "____" attached hereto.
-
-

B9024C (01/05/96) Optional Requirement

Effective 30/10/96, this clause is superseded by B9024D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

B9024D (30/10/96) Optional Requirement

1. The Contractor hereby grants to Canada and Canada shall retain an irrevocable option exercisable at any time during the Contract period to procure any or all of the optional services described in the Statement of Work and to require the Contractor to continue to perform the services detailed herein, in accordance with the terms and conditions contained or referenced herein, at the firm lot price specified in the Basis of Payment.
 2. The Contractor shall be given a minimum of "____" working days notice in writing by the Contracting Authority indicating that Canada intends to exercise the option.
 3. The option may only be exercised by the Contracting Authority, and the exercise of the option will be evidenced through a formal Contract Amendment.
-
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for "as-and-when requested" on-site maintenance of Canada-owned equipment.

B9025C (01/05/96) Requirement

1. The Contractor shall perform on-site maintenance and related services with respect to Canada-owned equipment and components located at _____ sites, as identified in Appendix "_____" attached hereto. The work shall be performed on an AS-AND-WHEN REQUESTED basis in accordance with the Statement of Work attached hereto as Appendix "_____."
 2. This Contract shall not oblige Canada or the Maintenance Coordinator to authorize or order all or any of the services specified, or to spend the total estimated cost or any part thereof. Canada's liability under this Contract shall be limited to that which arises from Work Requests issued by the Maintenance Coordinator, against this Contract, made within the period specified herein.
-
-

B - Requirements Definition

B9026D (01/05/96) Modifications of Equipment List

This clause is cancelled effective 16/06/06.

B9027D (01/05/96) Replacement Parts

This clause is cancelled effective 16/06/06.

B9028D (01/05/96) Access to Canadian Facilities

1. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - (a) client's premises;
 - (b) client's computer systems (micro computer network);
 - (c) documentation;
 - (d) personnel for consultation;
 - (e) office space, telephones, desk space, manuals and terminals.
 2. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
 3. Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.
-
-

B9029D (21/06/99) Administration Provisions

This clause is cancelled effective 10/12/04.

B9035D (10/12/01) Progress Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility and will be scheduled by the Public Works and Government Services Canada Contracting Authority as and when required. Contractor's attendees at these meetings, as a minimum, will be the Contract Administrator and Project Manager.
