



# **Amendments and Additions to the Implementation of Contracting Obligations under Comprehensive Land Claims Agreements, National Park Agreements, and DND Co-operation Agreements - Contracting Policy Notice 1997-8**

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# Contracting Policy Notice 1997-8

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## **Section 1. James Bay and Northern Quebec Agreement - signed November 11, 1975**

### **GENERAL - Crees and Inuit**

The following section can be found in full in Section 28, Economic and Social Development - Crees, and in Section 29, Inuit Economic and Social Development, of the James Bay and Northern Quebec Agreement.

#### **28.10 Cree Participation in Employment and Contracts**

28.10.3 For projects initiated or conducted by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Cree communities the government shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects.

- a. in respect to employment on such projects, Canada and Québec shall inter alia:
  - i. interpret requirements for various categories of jobs so that Cree people able to perform the work shall be deemed to be eligible;
  - ii. advertise available jobs in the Cree community or in employment offices therein at the same time as such jobs are advertised to the general public;
  - iii. to the extent permissible under government contract regulations hire a qualified Cree person before hiring a non-Native person for each available job;
  - iv. provide Cree employees on-the-job training needed for job advancement.
- b. in respect to contracts arising from such projects, including requirements that the proponents:
  - i. design contract packages to provide to the Crees a reasonable opportunity to submit competitive tenders;

- ii. post calls for tenders in a public place in all Cree communities on the date on which the general public is made aware of such calls for tenders;
- iii. set the date, location, terms and conditions for tendering so that Cree individuals or groups may reply with reasonable ease.

28.10.4 Québec and Canada shall take all reasonable measures, including but not limited to regulations, to establish priority to available and duly qualified local persons or entrepreneurs in respect to contract and employment created by development in the Territory.

## **28.12 Assistance to Cree Entrepreneurs**

28.12.1 Canada and Québec shall, within the scope of services and facilities existing from time to time, provide assistance to Cree individuals or groups to establish, own, operate, expand or modernise business enterprises. Such services shall include assistance for feasibility studies, economic planning, obtaining of permits, job or management training, technical matters, funding equipment, physical plant and operations.

28.12.2 Within Cree settlements emphasis shall be given to enterprises in the service sector which will provide for an identifiable demand and which will create employment for Crees and economic benefit for the economy of the settlement as a whole through significant multiplier effects.

28.12.3 In general, assistance to Cree entrepreneurs shall expand, develop and diversify opportunities for Cree people to participate in and benefit from the economic development of the Territory, and particularly in those sectors where Cree skills and resources may contribute to such overall development, such as service enterprises, resource exploration, construction and maintenance work, and natural resource enterprises, the purposes of which is to exploit and protect the living and non-living resources of the Territory.

Canada through the Economic Development Program of the Department of Indian Affairs and Northern Development or its successor program shall provide economic and technical assistance to Cree individuals, groups or communities who wish to

establish, own or operate commercial fisheries operations in the Territory and Québec shall take all reasonable measures to encourage such operations.

## **29.0 Inuit Economic and Social Development**

29.0.31 For projects initiated or conducted by Canada or Québec or their agents, delegates, or contractors, and for projects by any proponent a major purpose of which to provide goods or services to or for the benefit of Inuit communities the governments shall take all reasonable measures to establish Inuit priority in respect to employment and contracts created by such projects:

- a. in respect to employment on such projects, Canada and Québec shall inter alia:
  - i. interpret requirements for various categories of jobs so that Inuit people able to perform the work shall be deemed to be eligible;
  - ii. advertise available jobs in the Inuit community or in employment offices therein at the same time as such jobs are advertised to the general public;
  - iii. to the extent permissible under government contract regulations hire a qualified Inuit person before hiring a non-Native person for each available job;
  - iv. provide Inuit employees on-the-job training needed for job advancement.
- b. in respect to contracts arising from such projects, including requirements that the proponents:
  - i. design contract packages to provide to the Inuit a reasonable opportunity to submit competitive tenders;
  - ii. post calls for tenders in a public place in all Inuit communities on the date on which the general public is made aware of such calls for tenders;
  - iii. set the date, location, terms and conditions for tendering so that Inuit individuals or groups may reply with reasonable ease.

### **GENERAL - Inuit**

This section specifies the Inuit Contract Priority requirements found in the Agreement Respecting the Implementation of the James Bay and Northern **Quebec Agreement (signed September 12, 1990)**, Annex A - Inuit Employment and Contract Priority.

## **1.0 OBJECTIVE**

1.1 The objective of this policy is the continued implementation of the contract priority provisions of the James Bay and Northern Quebec Agreement (JBNQA) in relation to contracts created by projects initiated or conducted by the Crown or its agents, delegates, contractors or sub-contractors.

## **2.0 POLICY**

2.4 The policies and implementing measures shall, to the greatest extent possible, be designed to achieve the following objectives:

- a. increase participation by Inuit firms in business opportunities in the economy of the Territory;
- b. enhance the ability of Inuit firms to compete for and obtain government contracts;
- c. award a fair share of government contracts in the Territory to qualified Inuit firms; and,
- d. employ Inuit at a representative level in the workforce of the Territory.

## **3.0 DEFINITIONS**

3.1 "Bid Invitation": means to call publicly for bids;

3.2 "Bid Solicitation": means to request bids from a limited number of businesses based on some form of pre qualification or selection criteria;

3.3 "Crown": means the Government of Canada, which shall be deemed to include all departments and departmental corporations listed in Schedules I, I.1 and II, Part I of the Financial Administration Act, Chapter F-11, R.S.C. F-10,s.1;

3.4 "Government Contract": means any procurement contract between the Crown and a party other than the Crown, and includes:

- i. contracts for the supply of goods;
- ii. construction contracts;
- iii. contracts for the supply of services; and,
- iv. leases taken by the Crown.

3.5 "Inuit": means Inuit beneficiaries pursuant to the JBNQA;

3.6 "Inuit firm": means an entity which complies with the legal requirements to carry on business in Northern Quebec, and which:

- i. is a limited company with, in the case of a share-capital company, at least 51% of the company's voting shares beneficially owned by one or more Inuit, or with, in the case of a non-share capital company, at least 51% of the voting members being Inuit, or which is a subsidiary of such limited company with at least 51% of the subsidiary's voting shares owned by the company;
- ii. is a co-operative controlled by Inuit; or
- iii. is a sole source proprietorship owned by Inuit; or a partnership, joint venture or consortium, at least 50% of which is owned by the Inuit.

3.7 "JBNQA": The James Bay and Northern Quebec Agreement entered into on November 11, 1975, as amended from time to time in accordance with paragraph 2.15 thereof;

3.8 "JBNQA Implementation Agreement (1990)": Agreement respecting the implementation of the JBNQA between Her Majesty the Queen in right of Canada and Makivik corporation entered into on September 12, 1990

3.9 "Makivik": Makivik Corporation, the corporation established by the Act to Establish the Makivik Corporation (R.S.Q., ch. S-18.1), and constituted as the Inuit Native Party for purposes of the JBNQA pursuant to paragraph 1.11 thereof;

3.10 "Representative level of employment": means a level of Inuit employment in Northern Quebec that reflects the ratio of Inuit to the total population of the Territory;

3.11 "Territory": means the area in the province of Quebec north of the 55th parallel of latitude, as delineated in the JBNQA.

#### **4.0 LIST OF INUIT FIRMS**

4.1 Makivik, a corporation constituted as the Inuit Native Party for the purposes of the JBNQA, has the responsibility to prepare and maintain a comprehensive list of



Inuit firms, which will include information on the goods and services those firms would be in a position to furnish in relation to actual or potential government contracts. Makivik shall undertake the necessary measures to ensure that this data is maintained and updated on a continuous basis.

4.2 Makivik shall ensure that the List of Inuit Firms is provided to the federal government departments and agencies active in the Territory.

4.3 The List of Inuit Firms shall be used by Canada for purposes of requesting Inuit firms to participate in solicited bidding, but shall not restrict the ability of any Inuit firm to tender bids for government contracts, in accordance with Section 9 below.

## **5.0 CONTRACTING PROCEDURES**

5.1 Canada shall, upon the request of Makivik, provide reasonable assistance in familiarising Inuit firms with the contracting procedures of the Crown.

## **6.0 PLANNING OF GOVERNMENT CONTRACTS**

6.1 In the planning stage of government contracts for the provision of goods, services, construction, or leases in the Territory, contracting authorities shall undertake all reasonable measures to provide opportunities to qualified Inuit firms to compete for and obtain such contracts. These measures will include, but are not necessarily limited to:

- a. setting the date, location, and terms and conditions for bidding so that Inuit firms may readily bid;
- b. inviting bids by commodity groupings to permit smaller and more specialised Inuit firms to bid;
- c. permitting bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialised Inuit firms to bid;
- d. designing construction contracts in a way so as to increase the opportunity for smaller and more specialised Inuit firms to bid; and,
- e. avoiding artificially inflated employment skill requirements not essential to the fulfilment of the contract.

## **7.0 BID EVALUATION CRITERIA**

7.1 Whenever practicable and consistent with sound procurement management, all of the following criteria, or as many as may be appropriate with respect to any particular government contract, shall be included in the bid evaluation criteria established by the contracting authority for the awarding of government contracts in the Territory:

- a. the contribution by Inuit in carrying out the contract, which will include, but shall not be limited to, the employment of Inuit labour, the engagement of Inuit professional services or the use of Inuit suppliers;
- b. creation of permanent head offices, administrative offices or other facilities in the Territory; and,
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for the Inuit.

## **8.0 BID SOLICITATION**

8.1 Wherever practicable and consistent with sound procurement management, contracting authorities will first solicit bids from within the Territory.

8.2 Where the Crown intends to solicit bids for government contracts in the Territory, the contracting authority will make all possible attempts to award contracts to qualified Inuit firms.

8.3 Where the Crown intends to solicit bids for government contracts in the Territory, the contracting authority shall take all reasonable measures to determine if there are Inuit firms qualified to perform government contracts.

8.4 Where it is determined that there is a single firm within the Territory qualified to perform a government contract, the contracting authority will solicit that firm to submit a bid for the government contract. The contract may be awarded upon negotiation of acceptable terms and conditions.

8.5 Where the Crown intends to solicit bids from more than one qualified firm within the Territory, the contracting authority shall take all reasonable measures to determine if there are Inuit firms qualified to perform the government contract, and shall solicit bids from those Inuit firms.

8.6 Where a contract has been awarded it is the responsibility of the contracting authority to ensure that the contract document contains appropriate terms and conditions to make certain that sub-contractors to the contractor are also subject to the intent and the specific provisions of the contract.

## **9.0 BID INVITATION**

9.1 Wherever practicable, and consistent with sound procurement management, contracting authorities will first invite bids from within the Territory.

9.2 Where the Crown intends to invite bids for government contracts to be performed in the Territory, contracting authorities shall take all reasonable measures to inform Inuit firms of such bids, and to provide Inuit firms with a fair and reasonable opportunity to submit bids.

9.3 Where the Crown intends to invite bids for government contracts to be performed in the Territory, the Bid Invitation process shall take into account the Bid Evaluation Criteria found in section 7 above.

9.4 Where a contract has been awarded, it is the responsibility of the contracting authority to ensure that the contract document contains appropriate terms and conditions to make certain that sub-contractors to the contractor are also subject to the intent and the specific provisions of the contract.

## **Section 2. The Inuvialuit Final Agreement - July 25, 1984**

Contracting Authorities should refer to The Inuvialuit Final Agreement for Principles and Definitions Sections 1 and 2 respectively. This section of the policy reflects the Government contracting obligations addressed in Article 16.(8) of the Agreement.

### **16.(8) Economic Measures**

In order to expand the role of the Inuvialuit Development Corporation and its subsidiaries in the supply and delivery of goods and services in the Inuvialuit Settlement Region and the Inuvialuit communities, to strengthen the economic

viability of the renewable resource sector in the Inuvialuit Settlement Region, to diversify the economy of the Western Arctic, and to assist the IDC and the Inuvialuit in contributing to the development of the private sector, the Government shall:

(b) notify the Inuvialuit of all Government contracts subject to public tender that relate to activities in the Inuvialuit Settlement Region and the Inuvialuit communities. Where the Inuvialuit submit the best bid having regard to price, quality, delivery and other stipulated conditions, the contract shall be awarded to the Inuvialuit; and

(c) notify the Inuvialuit Development Corporation of instances where federal government procurement of goods and services related to activities in the Inuvialuit Settlement Region takes place on a basis other than public tender. If the Inuvialuit are capable of supplying those goods and services on a reasonable basis, they shall receive a reasonable share of the contracts so awarded.

## **The Inuvialuit Final Agreement - Guidelines**

### **1.00 GENERAL**

In addition to the mandatory requirement of the Inuvialuit Final Agreement, contracting authorities are provided with the following guidelines to assist with the application of the Inuvialuit Final Agreement (IFA or Agreement).

### **2.00 OBJECTIVES**

Article 16.(2) states:

"16.(2) Canada and the Inuvialuit agree that the economic measures set out in this section should relate to and support achievement of the following objectives:

- a. full Inuvialuit participation in the northern Canadian economy; and
- b. Inuvialuit integration into Canadian society through development of an adequate level of economic self-reliance and a solid economic base."

Contracting authorities should take into account the developing nature of the economy of the Inuvialuit Settlement Region and plan their activity accordingly.

## **3.00 INFORMATION PROVISIONS**

Normally, at the request of any group, the Crown, namely contracting authorities, have previously provided assistance in the familiarisation with contracting procedures of the Crown. At the request of the Inuvialuit Regional Corporation, contracting authorities should provide assistance in the familiarisation with contracting procedures of the Crown. Such assistance shall include information on how to access government supply and services contracts, standing offers, and how to register on suppliers' lists or inventories for contracting.

In addition to these provisions, contracting authorities should also consider communications and exchange of information in the context of the IFA requirements stipulated in the following Article:

"16.(7) With respect to any business activity contemplated by the Inuvialuit, the government agrees to use its best efforts to:

- a. provide the Inuvialuit, on request, with access to any available and releasable information or data;
- b. direct the Inuvialuit to the appropriate contacts or sources of information; and
- c. facilitate expeditious consideration by the government of Inuvialuit applications."

## **4.00 PLANNING PROVISIONS**

### **4.01 STRATEGIC PLANNING**

In planning procurement projects, contracting authorities should be aware that the Inuvialuit do not require the invitation of bids by commodity groupings or for specified portions of larger contracts, or re-structuring contracts into smaller discrete elements. In their planning, contracting authorities should take into consideration the developing economy of the Inuvialuit Settlement Region and the developed or developing capacity of corporations owned and controlled by the

Inuvialuit. Departments should ensure that their procurement planning is consistent with the economic planning provisions specified in the following article:

"16.(4) The government agrees to provide the Inuvialuit with the opportunity to participate in economic planning in the Inuvialuit Settlement Region."

Such planning should involve Inuvialuit participation where the scope of the project warrants it.

## **4.02 PROCUREMENT PLANNING**

In the planning stage, prior to the release of bid solicitation or bid invitation for government contracts for the provision of goods, services, leases and construction in the Inuvialuit Settlement Region, contracting authorities should assist qualified Inuvialuit firms to compete for and obtain such contracts. This assistance is to be provided to the extent practicable and consistent with sound procurement management, by implementing the following measures:

- a. setting reasonable date, location, terms and conditions for bidding so that Inuvialuit firms may readily bid;
- b. avoid artificially inflated employment skill requirements not essential to the fulfilment of the contract

To qualify Inuvialuit firms, contracting authorities must as in other areas consider the firms' expertise or requisite skills necessary to perform or manage the work.

## **5.00 NOTICE PROVISIONS**

When contracting authorities are active in the Inuvialuit Settlement Region they shall note the specific notice requirement stipulated in Articles 16.(8)(b) and (c). To meet the requirement of these articles the notice should be sent to the Inuvialuit Development Corporation.

## **6.00 BID EVALUATION CRITERIA**

In accordance with normal procurement practices, the contracting authority should develop evaluation criteria to ensure fair consideration of all bids and should consider all aspects of bidders' competencies and capabilities. To avoid confusion, bid solicitation documents should define qualitative terms or terminology critical to the contracting situation.

When establishing bid evaluation criteria for the awarding of government contracts, and whenever practicable and consistent with sound procurement management, contracting authorities should consider the potential contribution of the Inuvialuit in carrying out the contract. This may include, as appropriate:

- a) the employment of Inuvialuit, the engagement of Inuvialuit professional services and the use of Inuvialuit suppliers,
- b) the creation of administrative offices or other facilities in the Inuvialuit Settlement Region,
- c) the undertaking of commitments, under the contract, with respect to related on-the-job training or skills development for Inuvialuit.

## **7.00 LIST OF INUVIALUIT FIRMS**

The Inuvialuit Regional Corporation (IRC), duly constituted by the IFA, has the responsibility to prepare and maintain a comprehensive list of Inuvialuit firms, which will include information on the goods and services those firms would be in a position to furnish in relation to actual or potential government contracts. The IRC has agreed to take the necessary measures to ensure that this data is maintained and updated on a continuous basis.

Contracting authorities active in the Inuvialuit Settlement Region should request the current list of Inuvialuit firms from the IRC.

## **8.00 BID INVITATION BY PUBLIC TENDER**

When a contracting authority invites bids by public tender, it shall implement the requirements of Article 16.(8)(b).

When inviting bids in the Inuvialuit Settlement Region, contracting authorities should note the requirement of Article 16.(8)(b) of the Agreement and in addition notify the Inuvialuit Development Corporation.

## **9.00 BID SOLICITATION OTHER THAN BY PUBLIC TENDER**

When a contracting authority solicits bids, other than by public tender, it shall implement the requirements of Article 16.(8)(c).

When soliciting bids from suppliers in the Inuvialuit Settlement Region, contracting authorities should note the requirement of Article 16.(8)(c) of the Agreement and notify the Inuvialuit Development Corporation.

## **10.00 TERMS AND CONDITIONS OF CONTRACT**

Contracting authorities should endeavour to have contract documents contain appropriate terms and conditions to provide that the contractor or sub-contractors fulfil requirements stipulated in the Inuvialuit Final Agreement and are subject to related participation and co-operation agreements.

Contracting authorities should ensure that the general terms and conditions of the contract cover the requirements for permits for work on or access to Inuvialuit Lands.

## **11.00 PARTICIPATION AND CO-OPERATION AGREEMENTS**

Participation and co-operation agreements negotiated between the sponsoring department and the Inuvialuit should detail the specific project commitments and obligations that all government contractors and subcontractors are to abide by when carrying out their activities on Inuvialuit lands. These are designed to favour Inuvialuit participation in a range of economic benefits associated with government's activities.



Co-operation and participation agreements may be used by the Crown as multi-year agreements with the Inuvialuit to establish broad guidelines for fulfilling social and economic opportunities for the Inuvialuit associated with a range of government activities in the Inuvialuit Settlement Region. These agreements between the Inuvialuit and the Crown should detail the specific commitments and obligations to be passed on to contractors and subcontractors to provide Inuvialuit participation in employment, training and business opportunities to the Inuvialuit.

## **12.00 ADMINISTRATIVE PROCEDURES**

Contracting authorities are encouraged to establish administrative procedures, arrangements and guidelines to fulfil contracting obligations in the Inuvialuit Settlement Region. Such development should involve consultation with the Inuvialuit Regional Corporation.

### **Section 3. Gwich'in Comprehensive Land Claim Agreement - December 22, 1992**

Contracting Authorities should refer to Gwich'in Comprehensive Land Claim Agreement for Definitions and General Provisions Sections 2 and 3 respectively. This section of the policy reflects the Government contracting obligations addressed in Articles 10.1.4 and 25.1.10, as well as Appendix C, sections 9.7, 11.6, 13.6, and 17.2 of the Agreement.

#### **10.1.4 ECONOMIC MEASURES**

Where the government carries out public activities in the settlement area which gives rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities:

- a. the Government of Canada contracting procedures and approaches intended to maximise local and regional employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with the bidding systems, or

- b. the Government of the Northwest Territories preferential contracting policies, procedures and approaches intended to maximise local, regional and northern employment and business opportunities

shall be followed respectively by Canada or the Government of the Northwest Territories.

### **25.1.10 HERITAGE RESOURCES**

The Gwich'in shall have preference in being hired at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects in the settlement area related to Gwich'in heritage resources, in a manner to be set out in the protected area agreement or, where there is no protected area agreement, in the management or work plans for the public sites, museums, projects, facilities and works referred to in this chapter. The Gwich'in Tribal Council shall be consulted in the development of such plans.

## **APPENDIX C**

### **9.7 ECONOMIC OPPORTUNITIES**

9.7.1 Canada shall provide written notice to the Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with the management of heritage sites directly related to the history or culture of the Tetlit Gwich'in.

9.7.2 The Tetlit Gwich'in shall have the first opportunity to accept any fixed term contract offered by Canada associated with the management of a designated heritage site in the primary use area.

9.7.3 Any failure to provide written notice pursuant to 9.7.1 shall not affect the public tender process or the contract awards resulting therefrom.

9.7.4 Failure to provide a first opportunity pursuant to 9.7.2 shall not affect any fixed term contract associated with the management of designated heritage sites.

9.7.5 Canada shall include in any public tender in respect of contracts associated with the management of designated heritage sites in the primary use area:

- a. a criterion for Tetlit Gwich'in employment; and
- b. a criterion for special knowledge or experience related to the designated heritage site.

9.7.6 Nothing in 9.7.5 shall be construed to mean that a criterion for Tetlit Gwich'in employment be the determining criterion in awarding any contract.

## **11.6 EMPLOYMENT AND ECONOMIC OPPORTUNITIES**

11.6.1 (a) Where employment in surveying of Tetlit Gwich'in Yukon land is generated as a direct consequence of this appendix, Canada shall include a criterion for Tetlit Gwich'in employment in any contract opportunities associated with the survey of Tetlit Gwich'in Yukon land.

(b) Nothing in (a) shall be construed to mean that the criterion for Tetlit Gwich'in employment shall be the determining criterion in awarding any contract.

11.6.2 (a) Where economic opportunities and benefits are associated with the survey of Tetlit Gwich'in Yukon land, the Tetlit Gwich'in shall have access to these opportunities and benefits. Any contract issued for the survey of Tetlit Gwich'in Yukon land shall contain the condition that the Tetlit Gwich'in and Tetlit Gwich'in businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Tetlit Gwich'in businesses and Tetlit Gwich'in interested in providing such services to potential contractors for such surveys of the Tetlit Gwich'in Yukon land shall be included with all requests for proposals, and documentary proof the Tetlit Gwich'in' businesses and Tetlit Gwich'in were given first consideration shall form part of a contractor's proposal.

(b) Where Tetlit Gwich'in Yukon land abuts settlement lands of the First Nation of Na'cho N'y'ak Dun shall agree on how to share the economic benefits in (a).

## **13.6 ECONOMIC OPPORTUNITIES**

13.6.2 Government shall provide written notice to the Tetlit Gwich'in of any invitation for public tenders in respect of contracts associated with silviculture within the primary use area.

13.6.3 The Tetlit Gwich'in shall have the first opportunity to accept any fixed term contract offered by government associated with silviculture within the primary use area.

13.6.4 Any failure to provide a first opportunity pursuant to 13.6.2 shall not affect the public tender process or the contract awards resulting therefrom.

13.6.5 Failure to provide a first opportunity pursuant to 13.6.3 shall not affect any fixed term contract entered into associated with silviculture within the primary use area.

13.6.6 Government shall include a criterion for Tetlit Gwich'in employment in any contract opportunities associated with silviculture within the primary use area.

13.6.7 Nothing in 13.6.6 shall be construed to mean that a criterion for Tetlit Gwich'in employment shall be the determining criterion in awarding any contract.

## **17.2 CONTRACTING**

17.2.1 For contracts to be awarded in the primary use area, Canada undertakes to include on contract lists the names of those qualified Tetlit Gwich'in who have indicated an interest in contracting.

17.2.2 The Tetlit Gwich'in may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available the authority shall make all reasonable efforts to provide the requested information.

17.2.3 At the request of the Tetlit Gwich'in, Canada shall provide information on how to access federal supply and services contracts and standing offers, and how to register on lists or inventories which Canada uses for contracting.

17.2.4 Where practicable, provision of information in 17.2.3 shall be through seminars and workshops.

17.2.5 Canada shall ensure that the Tetlit Gwich'in are advised on how to access federal contracting, and that the Tetlit Gwich'in and businesses owned by the Tetlit Gwich'in are given full opportunity to be registered on any lists or inventories Canada uses for contracting purposes.

17.2.6 Any criteria for northern preference in contracting in the primary use area shall not exclude the Tetlit Gwich'in.

## **Section 4. Inuit of Nunavut Land Claim Agreement - July 9, 1993**

Contracting Authorities should refer to the Nunavut Settlement Agreement Article 2 for General Provisions, Article 8 for the establishment, operation or maintenance of park facilities, and Article 33 for contracts relating to archaeological work. This section of the policy reflects the Government contracting obligations addressed in Article 24 of the Agreement.

### **Article 1**

1.1.1 "Designated Inuit Organization" (DIO) means

- a. the Tungavik, or
- b. in respect of a function under the Agreement, any organizations that have been designated under Section 39.1.3 as responsible for that function

### **Article 8**

8.4.8 Where Government intends to contract for the establishment, operation or maintenance of park facilities in the Nunavut Settlement Area, Government shall:

- a. give preferential treatment to qualified Inuit contractors where Government proposes to tender such contracts; and
- b. ensure that all contractors give preferential treatment to Inuit.

8.4.9 A DIO shall have the right of first refusal to operate all business opportunities and ventures that are contracted out with respect to Parks in the Nunavut Settlement Area. Upon request, Government shall make available to a DIO all reports and other

materials in its possession relevant to the analysis of the economic feasibility of business opportunities and ventures in Parks in the Nunavut Settlement Area.

## **Article 24**

### **PART 1: DEFINITIONS**

24.1.1 In this Article:

"Government" means the Government of Canada or the Territorial Government;

"government contract" means a contract, other than a contract for government employment as defined in Article 23 of the Agreement, between the Government and a party other than Government or any other government for procurement of goods or services, and includes

- a. contracts for the supply of goods,
- b. construction contracts,
- c. contracts for the supply of services, and
- d. leases;

"Government of Canada" means all federal departments and departmental corporations listed in Schedules I and II, and parent Crown Corporations listed in Schedule III, Part I of the *Financial Administration Act* RSC 1985, Chapter F-11;

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- a. a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- b. a co-operative controlled by Inuit, or
- c. an Inuk sole proprietorship or partnership;

"invite" means to call publicly for bids;

"representative level of employment" means a level of employment in the Nunavut Settlement Area that reflects the ratio of Inuit to the total population of the Nunavut Settlement Area;

"solicit" means to request bids from a limited number of businesses based on some form of pre qualification;

"Territorial Government" means all territorial government departments and all public agencies defined by the *Financial Administration Act*, S.N.W.T. 1987 (1), c.16, Part IX and Schedules A, B, C, but excluding the Northwest Territories Power Corporation.

## **PART 2: OBJECTIVE**

24.2.1 The Government of Canada and the Territorial Government shall provide reasonable support and assistance to Inuit firms in accordance with this Article to enable them to compete for government contracts.

## **PART 3: PROCUREMENT POLICIES**

### *Government of Canada Policies*

24.3.1 Consistent with this Article, the Government of Canada shall develop, implement or maintain procurement policies respecting Inuit firms for all Government of Canada contracts required in support of its activities in the Nunavut Settlement Area.

24.3.2 The Government of Canada shall develop or maintain its procurement policies in close consultation with the DIO, and shall implement the policies through legislative, regulatory or administrative measures.

24.3.3 The measures referred to in Section 24.3.2 shall be binding on the Government of Canada, and shall be given effect:

- a. in all cases, no later than one year following the date of the ratification of the Agreement; and
- b. with respect to survey contracts prior to the award of survey contracts arising from Article 19 of the Agreement.

### *Adaptability Over Time*

24.3.5 Procurement policies and implementing measures shall be carried out in a manner that responds to the developing nature of the Nunavut Settlement Area

economy and labour force. In particular, the policies shall take into account the increased ability, over time, of Inuit firms to compete for and to successfully complete government contracts.

### *Policy Objectives*

24.3.6 Procurement policies and implementing measures shall reflect, to the extent possible, the following objectives:

- a. increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. improved capacity of Inuit firms to compete for government contracts; and
- c. employment of Inuit at a representative level in the Nunavut Settlement Area work force.

### *Consultation*

24.3.7 To support the objectives set out in Section 24.3.6, the Government of Canada and the Territorial Government shall develop and maintain policies and programs in close consultation with the DIO which are designed to achieve the following objectives:

- a. increased access by Inuit to on-the-job training, apprenticeship, skill development, upgrading, and other job related programs; and
- b. greater opportunities for Inuit to receive training and experience to successfully create, operate and manage Northern businesses.

## **PART 4: BID INVITATION**

24.4.1 In co-operation with the DIO, the Government of Canada and the Territorial Government shall assist Inuit firms to become familiar with their bidding and contracting procedures, and encourage Inuit firms to bid for government contracts in the Nunavut Settlement Area.

24.4.2 In inviting bids on government contracts in the Nunavut Settlement Area, the Government of Canada and the Territorial Government shall provide all reasonable opportunities to Inuit firms to submit competitive bids, and, in doing so, shall take,



where practicable and consistent with sound procurement management, the following measures:

- a. set the date, location, and terms and conditions for bidding so that Inuit firms may readily bid;
- b. invite bids by commodity groupings to permit smaller and more specialised firms to bid;
- c. permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialised firms to bid;
- d. design construction contracts in a way so as to increase the opportunity for smaller and more specialised firms to bid; and
- e. avoid artificially inflated employment skills requirements not essential to the fulfilment of the contract.

24.4.3 Where the Government of Canada or the Territorial Government intends to invite bids for government contracts to be performed in the Nunavut Settlement Area, it shall take all reasonable measures to inform Inuit firms of such bids, and provide Inuit firms with a fair and reasonable opportunity to submit bids.

## **PART 5: BID SOLICITATION**

24.5.1 Where the Government of Canada or the Territorial Government solicits bids for government contracts to be performed in the Nunavut Settlement Area, it shall ensure that qualified Inuit firms are included in the list of those firms solicited to bid.

24.5.2 Where an Inuit firm has previously been awarded a government contract, and has successfully carried out the contract, that Inuit firm shall be included in the solicitation to bid for contracts of a similar nature.

24.5.3 In the absence of competitive bidding for government contracts, qualified Inuit firms will be given fair consideration.

## **PART 6: BID CRITERIA**

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be

included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- a. the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- b. the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

24.6.2 Whenever practicable and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Territorial Government for the awarding of its government contracts in the Nunavut Settlement Area:

- a. the proximity of head offices, administrative offices or other facilities to the area where the contract will be carried out;
- b. the employment of Inuit labour, engagement of Inuit professional services or use of suppliers that are Inuit or Inuit firms in carrying out the contract; or
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

## **PART 7: LIST OF INUIT FIRMS**

24.7.1 The DIO shall prepare and maintain a comprehensive list of Inuit firms, together with information on the goods and services which they would be in a position to furnish in relation to government contracts. This list shall be considered by the Government of Canada and the Territorial Government in meeting their obligations under this Article.

## **PART 8: EVALUATION AND MONITORING**

24.8.1 The Government of Canada and the Territorial Government, in co-operation with the DIO, shall take the necessary measures to monitor and periodically evaluate the implementation of this Article.

## **PART 9: IMPLEMENTATION**

24.9.1 The objectives of this Article shall be achieved throughout the allocation or re-allocation of government expenditures without imposing additional financial obligation on the Government of Canada or the Territorial Government.

24.9.2 The Territorial Government will carry out the terms of this Article through the application of Territorial Government preferential contracting policies, procedures and approaches intended to maximise local, regional and northern employment and business opportunities.

24.9.3 The Government of Canada, the Territorial Government and the DIO shall conduct a review of the effect of this Article within 20 years of its implementation. If the DIO and the Government of Canada or the Territorial Government, as the case may be, agree after the review that the objectives of this Article have been met, the obligations under this Article of the Government of Canada or the Territorial Government, as the case may be, shall cease within one year of the completion of the review. If the obligations of the Government of Canada or the Territorial Government under this Article remain in effect after the initial review, the Parties shall review the requirement to continue such provisions every five years or at such other times as they may agree.

## **Part 10: Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Restoration and Clean-Up of DEW sites within the Inuvialuit Settlement Region - February 2, 1996**

33.6.1 Where any agency of the Government intends to contract for carrying out of archaeological work in the Nunavut Settlement Area, the agency shall:

- a. give preferential treatment to qualified Inuit contractors where the agency proposes to tender such contract; and
- b. ensure that all contractors give preferential treatment to qualified Inuit.

33.6.2 Any archaeological programs in the Nunavut Settlement Area that are administered by Government shall conform, at a minimum, to the employment and

training provisions set out in Article 23.

## **Section 5. Umbrella Final Agreement, Council for Yukon Indians 1 - February 14, 1995**

Contracting Authorities should refer to the Umbrella Final Agreement, Council for Yukon Indians Articles 1 and 2 for Definitions and General Provisions. This section of the policy reflects the Government contracting obligations addressed in Articles 6.4, 13.1.1.3, and 22.5.0 of the Agreement.

### **6.4.0 GOVERNMENT ACCESS**

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earth moving equipment for routine and emergency maintenance of transportation corridors.

6.4.2 A Person authorised by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.3 The right of access provided in 6.4.1 and 6.4.2 shall be subject to the conditions that there shall be no:

6.4.3.1 mischief committed on the Settlement Land;

6.4.3.2 fee or charge payable to the affected Yukon First Nation; or

6.4.3.3 unnecessary interference with the use and peaceful enjoyment of its Settlement Land by the Yukon First Nation.

6.4.4 Any Person exercising a right of access pursuant to 6.4.1 and 6.4.2 shall be liable only for significant damage to Settlement Land and any improvements on Settlement Land caused by the exercise of such right of access. Significant damage does not include necessary alteration of Settlement Land or watercourses required to maintain transportation corridors referred to in 6.4.1.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1. for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice where reasonable, shall be given; and

6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

6.4.6 The Surface Rights Board shall not make an order under 6.4.5.2 unless the Person seeking access satisfies the Board that:

6.4.6.1 such access is reasonably required; and

6.4.6.2 such access is not also practicable and reasonable across Crown Land.

6.4.7 Nothing in this chapter shall be construed to limit the lawful authority of Government to carry out inspections and enforce Law on Settlement Land.

### 13.1.0 HERITAGE OBJECTIVES

13.1.1.3 To involve equitably Yukon First Nations and Government, in the manner set out in this chapter, in the management of the Heritage Resources of the Yukon, consistent with a respect for Yukon Indian values and culture.

### 13.12.0 ECONOMIC OPPORTUNITIES

13.12.1 Economic opportunities, including training, employment and contract opportunities for Yukon Indian People at Designated Heritage Sites and other facilities related to Heritage Resources, shall be considered in Yukon First Nation Final Agreements.

## 15.7.0 EMPLOYMENT AND ECONOMIC OPPORTUNITIES

15.7.1 Where employment in surveying of Settlement Land is generated as a direct consequence of a Yukon First Nation Final Agreement, the parties to the Yukon First Nation Final Agreement shall negotiate as part of the Yukon First Nation Final Agreement, the participation qualifications or experience, in such employment, and the determination of such qualifications and experience.

15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

## 22.3.0 YUKON FIRST NATION FINAL AGREEMENTS

22.3.3 Each Yukon First nation Final Agreement shall provide for specific economic measures which shall address:

22.3.3.1 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the Settlement Agreements;

22.3.3.2 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the land and resource management regime set out in the Umbrella Final Agreement;

22.3.3.4 the interest of Yukon First Nations in strategic investments in areas such as transportation, culture, communication, agriculture, renewable resource services, energy resources, industry and tourism.

## 22.5.0 ECONOMIC DEVELOPMENT MEASURES: CONTRACTING

22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods and services.

22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.

22.5.5 A Yukon First Nation may request information from a federal contacting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.

22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.

22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

22.5.9 Any criteria for northern preference in contracting shall not exclude Yukon Indian People.

## **Section 5.1 First Nation of Nacho Nyak Dun Final Agreement - February 14, 1995**

This section of the policy reflects the Government contracting obligations addressed in Articles 6.4.0, 13.1.1.3, and 22.5.0 of the First Nation of Nacho Nyak Dun Final Agreement.

## 6.4.0 GOVERNMENT ACCESS

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earth moving equipment for routine and emergency maintenance of transportation corridors.

6.4.2 A Person authorised by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.3 The right of access provided in 6.4.1 and 6.4.2 shall be subject to the conditions that there shall be no:

6.4.3.1 mischief committed on the Settlement Land;

6.4.3.2 fee or charge payable to the affected Yukon First Nation; or

6.4.3.3 unnecessary interference with the use and peaceful enjoyment of its Settlement Land by the Yukon First Nation.

6.4.4 Any Person exercising a right of access pursuant to 6.4.1 and 6.4.2 shall be liable only for significant damage to Settlement Land and any improvements on Settlement Land caused by the exercise of such right of access. Significant damage does not include necessary alteration of Settlement Land or watercourses required to maintain transportation corridors referred to in 6.4.1.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First nation except that notice, where reasonable, shall be given; and



6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

6.4.6 The Surface Right Board shall not make an order under 6.4.5.2 unless the Person seeking access satisfies the Board that:

6.4.6.1 such access is reasonably required; and

6.4.6.2 such access is not also practicable and reasonable across Crown Land

6.4.7 Nothing in this chapter shall be construed to limit the lawful authority of Government to carry out inspections and enforce Law on Settlement Land.

### 13.1.0 HERITAGE OBJECTIVES

13.1.1.3 To involve equitably Yukon First Nations and Government in the manner set out in this chapter, in the management of the Heritage Resources of the Yukon, consistent with a respect for Yukon Indian values and culture.

### 13.12.0 ECONOMIC OPPORTUNITIES

13.12.1.1 Government shall provide written notice to the First Nation of Nacho Nyak Dun of any invitation for public tenders in respect of contracts for public tenders in respect of contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation of Nacho Nyak Dun.

13.12.1.2 The First Nation of Nacho Nyak Dun shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation of Nacho Nyak Dun.

13.12.1.3 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.

13.12.1.4 Any failure to provide a first opportunity pursuant to 13.12.1.2 shall not affect any fixed term contract entered into associated with the management of a

Designated Heritage Site directly related to Nacho Nyak Dun within the Traditional territory of the First Nation of Nacho Nyak Dun.

13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation or the Nacho Nyak Dun:

- a. a criterion for Nacho Nyak Dun employment; and
- b. a criterion for special knowledge or experience of Nacho Nyak Dun which is related to the Heritage Site.

13.12.1.6 Nothing in 13.12.1.5 shall be construed to mean that a criterion for employment or special knowledge or experience be the determining criterion in awarding any contract.

13.12.1.7 In 13.12.1.1 to 13.12.1.6, "Traditional Territory" does not include the primary Use Area to the extent necessary to give effect to 9.7.2 and 9.7.5 of the Gwich'in Transboundary Agreement.

## 15.7.0 EMPLOYMENT AND ECONOMIC OPPORTUNITIES

15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of First Nation of Nacho Nyak Dun Settlement Land, Government shall include among the factors for consideration, Nacho Nyak Dun employment, Nacho Nyak Dun ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

15.7.1.2 The determination of the qualifications and experience appropriate for the survey of First Nation of Nacho Nyak Dun Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1.

- a. Government and the First Nation of Nacho Nyak Dun may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required pursuant to 22.3.1.

15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the criterion for Nacho Nyak Dun employment or Nacho Nyak Dun ownership or equity investment shall be the determining criteria in awarding any contract.

#### 17.14.0 ECONOMIC OPPORTUNITIES

17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the First Nation of Nacho Nyak Dun to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.

17.14.2.2 Government shall provide written notice to the First Nation of Nacho Nyak Dun of any invitation for public tenders in respect of contracts associated with silviculture within the Traditional Territory for the first Nation of Nacho Nyak Dun.

17.14.2.3 The First Nation of Nacho Nyak Dun shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.

17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.

17.14.2.5 Failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Traditional Territory of the First nation of Nacho Nyak Dun.

17.14.2.6 Government shall include a criterion for Nacho Nyak Dun employment in any contract opportunities associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.

17.14.2.7 Nothing in 17.14.2.6 shall be construed to mean that a criterion for Nacho Nyak Dun employment shall be the determining criterion in awarding any contract.

17.14.2.9 In 17.14.2.3 to 17.14.2.7, "Traditional Territory" does not include the Primary Use Area to the extent necessary to give effect to 13.6.2 to 13.6.8 or the Gwich'in Transboundary Agreement.

#### 22.5.0 ECONOMIC DEVELOPMENT MEASURES: CONTRACTING

22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First nations who have indicated an interest in contracting.

22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government Supply and Services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.

22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.

22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

22.5.9 Any criteria for northern preference in contracting shall not exclude Yukon Indian People.

## **Section 5.2 Champagne and Aishihik First Nations Final Agreement - February 14, 1995**

This section of the policy reflects the Government contracting obligations addressed in Articles 6.4.0, 13.1.1.3, 13.12.0 and 22.5.0 of the Champagne and Aishihik First Nations Final Agreement.

### **6.4.0 GOVERNMENT ACCESS**

Same as Section 5, Umbrella Final Agreement, Council for Yukon Indians, Article 6.4.0 in this appendix.

### **9.0 ECONOMIC OPPORTUNITIES**

9.3 2 The Canadian Parks Service shall provide the Champagne and Aishihik First Nations with a right of first refusal to accept any contract offered by the Canadian Parks Service for the use of horses in the Park, which right of first refusal shall be offered in the following manner:

9.3.1 the Canadian Parks Service shall provide notice to the Champagne and Aishihik First Nations specifying the terms and conditions of the contract;

9.3.2 where the Champagne and Aishihik First Nations does not tender acceptance, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.3.1; and

9.3.3 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.3.

9.4 The Canadian Parks Service shall provide the Champagne and Aishihik First Nations with a right of first refusal to accept any contract offered by the Canadian Parks Service for the construction of trails or construction or maintenance of roads in the Park, which right of first refusal shall be offered in the following manner:

9.4.1 the Canadian Parks Service shall provide notice to the Champagne and Aishihik First Nations specifying the terms and conditions of the contract;

9.4.2 where the Champagne and Aishihik First Nations does not tender acceptance within 30 days, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.4.1; and

9.4.3 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.4.

#### 13.1.0 HERITAGE: OBJECTIVES

13.1.1 Same as Article 2.1 from Section 5, Umbrella Final Agreement, Council for Yukon Indians in this appendix.

13.12.1 Economic opportunities, including training, employment and contract opportunities for Yukon Indian People at Designated Heritage Sites and other facilities related to Heritage Resources, shall be considered in Yukon First Nation Final Agreements.

13.12.1.1 Government shall provide written notice to the Champagne and Aishihik First Nations of any invitation for public tenders in respect of contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik people within the Champagne and Aishihik First Nations Traditional Territory.

13.12.1.2 The Champagne and Aishihik First Nations shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory.

13.12.1.3 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.

13.12.1.4 Any failure to provide a first opportunity pursuant to 13.12.1.2 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory.

13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory:

- (a) criterion for the employment of Champagne and Aishihik People; and
- (b) a criterion for special knowledge or experience of Champagne and Aishihik People which is related to the Designated Heritage Site.

13.12.1.6 Nothing in 13.12.1.5 shall be construed to mean that a criterion for employment or special knowledge or experience be the determining criterion in

awarding any contract.

## 15.7.0 EMPLOYMENT AND ECONOMIC OPPORTUNITIES

15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Champagne and Aishihik First Nations Settlement Land, Government shall include among the factors for consideration, Champagne and Aishihik Person employment, Champagne and Aishihik Person ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

15.7.1.2 The determination of the qualifications and experience appropriate for the survey of Champagne and Aishihik First Nations Settlement Land shall be set out in the economic development opportunities plan required by 22.3.1.

(a) Government and the Champagne and Aishihik First Nations may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.

15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the criterion for Champagne and Aishihik Person employment or ownership or equity investment shall be the determining criteria in awarding any contract.

## 17.14.0 ECONOMIC OPPORTUNITIES

17.14.2.2 Government shall provide written notice to the Champagne and Aishihik First Nations of any invitation for public tenders for contracts associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.

17.14.2.3 The Champagne Aishihik First Nations shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Champagne Aishihik First Nations Traditional Territory.

17.14.2.6 Government shall include a criterion for Champagne Aishihik Person employment in any contract opportunities associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.

## 22.5.0 ECONOMIC DEVELOPMENT MEASURES: CONTRACTING

Same as Article 22.5.0, Section 5, Umbrella Final Agreement, Council for Yukon Indians, in this appendix.

## **Section 5.3 Teslin Tlingit Council Final Agreement - February 14, 1995**

This section of the policy reflects the Government contracting obligations addressed in Articles 6.4.0, 13.1.1.3, and 22.5.0 of the Teslin Tlingit Council Final Agreement.

### **6.4.0 GOVERNMENT ACCESS**

Same as Article 6.4.0, Section 5, Umbrella Final Agreement, Council for Yukon Indians in this appendix.

### **13.1.0 HERITAGE: OBJECTIVES**

Same as Article 13.1.0, Section 5, Umbrella Final Agreement, Council for Yukon Indians in this appendix.

### **13.12.0 ECONOMIC OPPORTUNITIES**

13.12.1.1 Government shall provide written notice to the Teslin Tlingit Council of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit Council Traditional Territory.

13.12.1.2 The Teslin Tlingit Council shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of Designated Heritage Site directly related to the history or culture of Teslin Tlingit within the Teslin Tlingit Council Traditional Territory.

13.12.1.3 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.

13.12.1.4 Any failure to provide a first opportunity pursuant to 13.12.1.2 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit in the Teslin Tlingit Council Traditional Territory.



13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit in the Teslin Tlingit Council Traditional Territory:

- a. a criterion for Teslin Tlingit employment; and
- b. a criterion for special Teslin Tlingit knowledge or experience related to the Heritage Site.

13.12.1.6 Nothing in 13.12.1.5 shall be construed to mean that a criterion for Teslin Tlingit employment or for special Teslin Tlingit knowledge or experience shall be the determining criterion in awarding any contract.

#### 15.7.0 EMPLOYMENT AND ECONOMIC OPPORTUNITIES

15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Teslin Tlingit Council Settlement Land, Government shall include among the factors for consideration Teslin Tlingit employment and Teslin Tlingit ownership or equity investment in the firm submitting the subcontractor to that firm.

15.7.1.2 The determination of the qualifications and experience appropriate for the survey of Teslin Tlingit Council Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1.

(a) Government and the Teslin Tlingit Council may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.

15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the inclusion of Teslin Tlingit employment or Teslin Tlingit ownership or equity investment shall be the determining criteria in the award of any contract.

#### 17.14.0 ECONOMIC OPPORTUNITIES

17.14.2.2 Government shall provide written notice to the Teslin Tlingit Council of any invitation for public tenders for contracts associated with silviculture within the Teslin Tlingit Council Traditional Territory.

17.14.2.3 The Teslin Tlingit Council shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Teslin Tlingit Council Traditional Territory.

17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.

17.14.2.5 Any failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Teslin Tlingit Council Traditional Territory.

17.14.2.6 Government shall include a criterion for Teslin Tlingit employment in any contract opportunities associated with silviculture in the Teslin Tlingit Council Traditional Territory.

17.14.2.7 Nothing in 17.14.2.6 shall be construed to mean that a criterion for Teslin Tlingit employment shall be the determining criterion in awarding any contract.

#### 22.5.0 ECONOMIC DEVELOPMENT MEASURES: CONTRACTING

Same as Article 22.5.0, Section 5, Umbrella Final Agreement, Council for Yukon Indians in this appendix.

### **Section 5.4 Vuntut Gwitchin First Nation Final Agreement - February 14, 1995**

This section of the policy reflects the Government contracting obligations addressed in Articles 9.6, 9.7 and 9.8 (Chapter 10, Schedule A), 6.4.0, 13.1.1.3, and 22.5.0 of the Vuntut Gwitchin First Nation Final Agreement.

#### 6.4.0 GOVERNMENT ACCESS

Same as Article 6.4.0, Section 5, Umbrella Final Agreement, Council for Yukon Indians, in this appendix.

#### 9.1 ECONOMIC AND EMPLOYMENT OPPORTUNITIES

9.6 3 The Canadian Parks Service shall provide timely written notice to the Vuntut Gwitchin First Nation of any invitation by the Canadian Parks Service respecting

contracts for the provision of goods and services in the Vuntut Gwitchin First Nation Traditional Territory for the development, operation and management of the Park.

9.7 The Canadian Parks Service shall provide the Vuntut Gwitchin with a right of first refusal to accept any contract offered by the Canadian Parks Service for the construction or maintenance of trails within the Vuntut Gwitchin First Nation Traditional Territory in the following manner:

9.7.1 the Canadian Parks Service shall provide notice to the Vuntut Gwitchin First Nation specifying the terms and conditions of the contract;

9.7.2 the Vuntut Gwitchin First Nation shall have 30 days from the date the notice in 9.7.1 is received to advise the Park superintendent in writing whether it is exercising its right of first refusal under 9.7;

9.7.3 if the Vuntut Gwitchin First Nation does not exercise its right of first refusal under 9.7, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.7.1; and

9.7.4 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.7.

9.8 For any contracts tendered publicly by the Canadian Parks Service, other than the contracts referred to in 9.7, the Canadian Parks Service shall include, where appropriate, criteria for:

9.8.1 knowledge of Vuntut Gwitchin language, culture, society or traditional knowledge of the Vuntut Gwitchin First Nation Traditional Territory; and

9.8.2 the employment of Vuntut Gwitchin professional services, the use of Vuntut Gwitchin professional services, the use of Vuntut Gwitchin suppliers, on-the-job training or skills development for Vuntut Gwitchin,

in the specifications for the tendering of contracts related to the procurement of goods and services for the Park.

9.9 Nothing in 9.8 shall be construed to mean that a criterion included in 9.8 shall be the determining criterion in awarding any contract.

9.10 Failure to provide timely written notice pursuant to 9.6 and 9.7 shall not affect the public tender process or the contracts resulting therefrom.

### 13.12.0 ECONOMIC OPPORTUNITIES

13.12.1.1 Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.

13.12.1.3 The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.

13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process the contract awards resulting therefor.

13.12.1.5 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Yukon Indian people within the Vuntut Gwitchin First Nation Traditional Territory.

13.12.1.6 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People in the Vuntut Gwitchin First Nation Traditional Territory:

(a) a criterion for Vuntut Gwitchin employment; and

(b) a criterion for special Vuntut Gwitchin knowledge or experience related to the Heritage Site.

13.12.1.7 Nothing in 13.12.1.6 shall be construed to mean that a criterion for Vuntut Gwitchin employment or special knowledge or experience shall be the determining criterion in awarding any contract.

### 13.1.0 HERITAGE: OBJECTIVES

Same as Article 13.1.0, Section 5, Umbrella Final Agreement, Council for Yukon Indians, in this appendix.

### 15.7.0 EMPLOYMENT AND ECONOMIC OPPORTUNITIES

15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Vuntut Gwitchin First Nation Settlement Land, the Government shall include among the factors for consideration Vuntut Gwitchin employment and Vuntut Gwitchin investment in the firm submitting the proposal bid or tender, and in any subcontractor to that firm.

15.7.1.2 The determination of the qualifications and experience appropriate for the survey of Vuntut Gwitchin First Nation Settlement Land shall be set out in the economic development opportunities plan required by 22.3.1.

(a) Government and the Vuntut Gwitchin First Nation may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.

15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the criterion for Vuntut Gwitchin employment or ownership or equity investment shall be the determining criteria in the award of any contract.

### 17.14.0 ECONOMIC OPPORTUNITIES

17.14.2.2 Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.

17.14.2.3 The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.

17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.

17.14.2.5 Any failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.

17.14.2.6 Government shall include a criterion for Vuntut Gwitchin employment in any contract opportunities associated with silviculture in the Vuntut Gwitchin First Nation Traditional Territory.

17.14.2.7 In evaluating any competitive proposal, bid or tender for the management of forest resources in the Vuntut Gwitchin First Nation Traditional Territory, the Government shall include among the factors for consideration, Vuntut Gwitchin employment and Vuntut Gwitchin ownership or equity investment in the firm or its subcontractors submitting the proposal, bid or tender.

17.14.2.8 Nothing in 17.14.2.6 or 17.14.2.7 shall be construed to mean that the inclusion of Vuntut Gwitchin employment or Vuntut Gwitchin ownership or equity investment shall be the determining criteria in the award of any contract.

## 22.5.0 ECONOMIC DEVELOPMENT MEASURES: CONTRACTING

Same as Article 22.5.0.0, Section 5, Umbrella Final Agreement, Council for Yukon Indians, in this appendix.

### **Section 5.5. Selkirk First Nation Final Agreement (Pursuant to Order in Council P.C. 1997-1369 dated September 25, 1997)**

This section of the policy reflects the Government contracting obligations addressed in Articles 5.1 and 5.2 (Chapter 13, Schedule A), 13.1, 15.7 and 17.14 of the Selkirk First Nation Final Agreement.

5.1 <sup>4</sup> The Selkirk First Nation and Selkirk Firms shall have the first opportunity to accept any contracting opportunity associated with Fort Selkirk offered by Government, the Selkirk First Nation, or Government and the Selkirk First Nation on the same terms and conditions as would be offered to others.

5.2 The Selkirk First Nation and Selkirk Firms shall have the first right to all economic opportunities identified in the Approved Management Plan at Fort Selkirk provided

that activities arising from such opportunities shall be undertaken in a manner consistent with the Approved Management Plan.

### 13.1.0 HERITAGE: OBJECTIVES

13.1.1. Same as Article 2.1 from Section 5, Umbrella Final Agreement, Council for Yukon Indians in this appendix.

13.12.1.1 Government shall provide written notice to the Selkirk First Nation of any public tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.

13.12.1.2 Government shall include the Selkirk First Nation in any invitational tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.

13.12.1.3 The Selkirk First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tenders, associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation upon the same terms and conditions as would be offered to others.

13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.

13.12.1.5 Any failure to include the Selkirk First Nation in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process, or the contract awards resulting therefrom.

13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.

13.12.1.7 Government shall include in any contract opportunities associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation:

(a) a criterion for the employment of Selkirk People or engagement of Selkirk Firms; and

(b) a criterion for special knowledge or experience of Selkirk People related to the Designated Heritage Site

13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for employment of Selkirk People or engagement of Selkirk Firms or special knowledge or experience of Selkirk People shall be the determining criterion in awarding any contract.

## 15.7.0 EMPLOYMENT AND ECONOMIC OPPORTUNITIES

15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Selkirk First Nation Settlement Land, Government shall include among the factors for consideration, employment of Selkirk People, and Selkirk First Nation and Selkirk People ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm

15.7.1.2 Selkirk First Nation and Government shall ensure that qualifications and experience requirements for employment of Selkirk People in the surveying of Selkirk First Nation Settlement Land, shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Selkirk People.

15.7.1.3 Qualified Selkirk People shall have first priority for employment in the surveying of Selkirk First Nation Settlement Land on the same terms and conditions that such employment is offered to any other person with the appropriate qualifications and experience.

15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criterion for employment of Selkirk People, or Selkirk First Nation or Selkirk People ownership or equity investment shall be the determining criteria in awarding a contract.



## 17.14.0 ECONOMIC OPPORTUNITIES

17.14.2.2 Government shall provide written notice to the Selkirk First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.

17.14.2.3 Government shall include the Selkirk First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.

17.14.2.4 The Selkirk First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with silviculture within the Traditional Territory of the Selkirk First Nation upon the same terms and conditions as would be offered to others.

17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the invitational tender process or the contract awards resulting therefrom.

17.14.2.6 Any failure to include the Selkirk First Nation in any invitational tender for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contracts awards resulting therefrom.

17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Traditional Territory of the Selkirk First Nation.

17.14.2.8 Government shall include a criterion for employment of Selkirk People or engagement of Selkirk Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Selkirk First Nation.

17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for employment of Selkirk People or engagement of Selkirk Firms shall be the determining criterion in awarding any contract.

17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Selkirk First Nation it shall, where practicable, hire Selkirk People.

17.14.2.11 Government shall, prior to April 1<sup>st</sup> of each year, consult with Selkirk First Nation with a view to identifying economic and employment opportunities for Selkirk People associated with firefighting in the Traditional Territory of the Selkirk First Nation

## **Section 5.6. Little Salmon/Carmacks First Nation Final Agreement (Pursuant to Order In Council P.C. 1997-1419 dated October 1, 1997)**

This section of the policy reflects the Government contracting obligations addressed in Articles 13.1, 15.7 and 17.14 of the Little Salmon/Carmacks First Nation Final Agreement.

### 13.1.0 HERITAGE: OBJECTIVES

13.1.1 Same as Article 2.1 from Section 5, Umbrella Final Agreement, Council for Yukon Indians in this appendix.

13.12.1 Economic opportunities, including training, employment and contract opportunities for Yukon Indian People at Designated Heritage Sites and other facilities related to Heritage Resources, shall be considered in Yukon First Nation Final Agreements.

13.12.1.1 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nations.

13.12.1.2 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks First Nation.

13.12.1.3 The Little Salmon/Carmacks First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly

related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation upon the same terms and conditions as would be offered to others.

13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.

13.12.1.5 Any failure to include the Little Salmon/Carmacks First Nation in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process, or the contract awards resulting therefrom.

13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks Nation.

13.12.1.7 Government shall include in any contract opportunity associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People in the Traditional Territory of the Little Salmon/Carmacks First Nations:

- a) a criterion for Little Salmon/Carmacks People employment; and
- b) a criterion for special knowledge or experience of Little Salmon/Carmacks People related to the Designated Heritage Site.

13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for Little Salmon/Carmacks People employment or for special knowledge or experience of Little Salmon/Carmacks People shall be the determining criterion in awarding any contract.

## 15.7.0 EMPLOYMENT AND ECONOMIC OPPORTUNITIES

15.7.1.1. In evaluating any competitive proposal, bid or tender for the survey of Little Salmon/Carmacks First Nation Settlement Land, Government shall include among the factors for consideration, employment of Little Salmon/Carmacks People, and

Little Salmon/Carmacks First Nation and equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

15.7.1.2 Little Salmon/Carmacks First Nation and Government shall ensure that qualifications and experience requirements for employment of Little Salmon/Carmacks People in the surveying of Little Salmon/Carmacks People Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Little Salmon/Carmacks People.

15.7.1.3 Qualified Little Salmon/Carmacks People shall have first priority for employment in the surveying of Little Salmon/Carmacks First Nation Settlement Land on the same terms and conditions that such employment is offered to any other person with the appropriate qualification and experience.

15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criterion for employment of Little Salmon/Carmacks People or Little Salmon/Carmacks People ownership or equity investment shall be the determining criterion in the award of the contract.

#### 17.14.0 ECONOMIC OPPORTUNITIES

17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Little Salmon/Carmacks First Nation to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.

17.14.2.2 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.

17.14.2.3 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.

17.14.2.4 The Little Salmon/Carmacks First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with silviculture within the Traditional Territory of the Little Salmon Carmacks First Nation upon the same terms and conditions as would be offered to others.

17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.

17.14.2.6 Any failure to include the Little Salmon/Carmacks First Nation in any invitational tender for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contract awards resulting therefrom.

17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Traditional Territory of the Little Salmon/Carmacks First Nation.

17.14.2.8 Government shall not include a criterion for employment of Little Salmon/Carmacks People in any contract opportunities associated with silviculture in the Traditional Territory of the Little Salmon/Carmacks First Nation.

17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for employment of Little Salmon/Carmacks People shall be the determining criterion in awarding any contract.

17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Little Salmon/Carmacks First Nation it shall, where practicable, hire Little Salmon/Carmacks People.

17.14.2.11 Government shall, prior to April 1<sup>st</sup> of each year, consult with Little Salmon/Carmacks First Nation or its designate, with a view to identifying economic and employment opportunities for Little Salmon/Carmacks People associated with firefighting in the Traditional Territory of the Little Salmon/Carmacks First Nation.

## **Section 6. Sahtu Dene and Metis Comprehensive Land Claim Agreement - February 26, 1996**

Contracting Authorities should refer to the Sahtu Dene and Metis Comprehensive Land Claim Agreement Articles 2 and 3 for Definitions and General Provisions. This section of the policy reflects the Government contracting obligations addressed in Articles 12.2.1, 21.3 and 26.2.8 of the Agreement.

## 12.2 GOVERNMENT EMPLOYMENT AND CONTRACTS

12.2.1 Where a government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities:

- a. the Government of Canada contracting procedures and approaches intended to maximize local and regional employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems, or
- b. the Government of the Northwest Territories preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities shall be followed respectively by Canada or the Government of the Northwest Territories.

## 21.3 GOVERNMENT ACCESS

21.3.1 Agents, employees, contractors or government and members of the Canadian Armed Forces shall have the right to enter, cross and stay on Sahtu land and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out inspections pursuant to law and to enforce laws. Government shall give prior notice of such access to the designated Sahtu organisation when, in the opinion of government, it is reasonable to do so.

21.3.2 If government requires the continuous use or occupancy of Sahtu lands for more than two years, such use or occupancy shall be on terms negotiated between government and the designated Sahtu organisation. Failing agreement on the terms, the matter shall be referred to arbitration pursuant to the provisions of chapter 6 of the agreement.

21.3.6 (a) Any person authorised by legislation to provide to the public electrical power, telecommunications services or similar public utilities, not to include pipelines for the transmission of hydrocarbons, shall have access to Sahtu lands and waters overlying such lands to carry out assessments, surveys and studies in relation to proposed services. Such persons shall consult with the designated Sahtu organisation prior to exercising such access.

(b) Where access under (a) results in damage to Sahtu lands or interference with the use of and peaceable enjoyment of Sahtu lands by the participants, such person shall compensate the participants in an amount agreed to by that person and the designated Sahtu organisation or, failing such agreement, in an amount determined by the Surface Rights Board.

(c) Where an interest in Sahtu lands is required by a person described in (a), such interest shall, in the absence of an agreement with the participants, be acquired pursuant to the expropriation provision of chapter 24 in the agreement.

## 26.2 HERITAGE RESOURCES: MANAGEMENT OF HERITAGE RESOURCES

26.2.8 The participants shall have preference in being hired at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects in the settlement area related to Sahtu heritage resources, in a manner to be set out in the protected area agreement or, where there is no protected area agreement, in the management or work plans for the public sites, museums, projects, facilities and works referred to in this chapter.

The Sahtu Tribal Council shall be consulted in the development of such plans.

## **Section 7. An Agreement for the Establishment of a National Park on Banks Island - signed August 7, 1992**

In May of 1992, an agreement was signed which approved a set-aside for Inuvialuit preference in procurements related to the establishment, operation and maintenance of a national park on Banks Island.

### 1.01 Definitions and Abbreviations

n) "Government Contract" means any procurement contract related to the establishment, development or operation of the Park between Canada and a Party other than Canada and include:

- i) contracts for the supply of goods;
- ii) construction contracts
- iii) contracts for the supply of services; and
- iv) leases taken by Canada

s) "Inuvialuit" means those people known as Inuvialuit, Inuit or Eskimo who are beneficiaries under the IFA and, where the context requires, includes the Inuvialuit Regional Corporation, the Inuvialuit Land Corporation, the Inuvialuit Development Corporation, the Inuvialuit Petroleum Corporation, the Inuvialuit community corporations, and the Inuvialuit Trust, and any corporations, trusts or organizations controlled by the Inuvialuit that may be established by, pursuant to or subsequent to the IFA, including individual Inuvialuit, partnerships of Inuvialuit, and corporation or entity the majority of which is owned by Inuvialuit and ventures in which the Inuvialuit have an interest greater than 50%;

t) "Inuvialuit Business" means an entity which complies with the legal requirements to carry on business in the Western Arctic Region, and which is:

- i. a limited company with, in the case of a share capital company, more than fifty percent of the company's voting shares beneficially owned by one or more Inuvialuit, or with, in the case of a non-share capital company, more than fifty percent of the voting members being Inuvialuit, or which is a subsidiary of such limited company with more than fifty percent of the subsidiary's voting shares owned by such a company;
- ii. a co-operative owned by Inuvialuit;
- iii. a sole proprietorship owned by Inuvialuit or a partnership, joint venture or consortium more than fifty percent (50%) of which is owned by Inuvialuit.



All notices or other communications required or permitted to be given in this Agreement shall, unless otherwise provided for in this Agreement, or by the mutual consent of the Parties, be given in writing and delivered by mail, fax or courier to the following persons and addresses:

a. to the IRC: Chairman

Inuvialuit Regional Corporation

P.O. Box 2120

Inuvik, NWT

X0E 0T0

b. to the IGC: Chairman

Inuvialuit Game Council

P.O. Box 2120

Inuvik, NWT

X0E 0T0

c. to Canada: Minister of Canadian Heritage

House of Commons

Ottawa, Ontario

K1A 0A6

d. to the GNWT: Minister of Economic Development and Tourism

Government of the NWT

Box 1320

Yellowknife, NWT

K1A 2L9

e. to the SHHTC: President

Sachs Harbour Hunters and Trappers Committee

General Delivery

Sachs Harbour, NWT

X0E 0Z0

f. to the SHHC: Chairman

Sachs Harbour Community Corporation

General Delivery

Or such other address of person that the Parties may advise in writing from time to time. Any notice or communication so given shall be deemed to have been received by the addressee on the day that it was delivered, or on the next business day of not delivered on a business day. If the notice or communication is sent by mail or courier, it shall be deemed to have been received by the addressee on the seventh (7<sup>th</sup>) business day after it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it shall be deemed to have been given on the first business day on which it has been received.

### 2.03 Objective of this Agreement

This agreement is intended to set out the rights and obligations of the Parties with respect to the establishment, management, operation and use of the Park. Articles 7, 8 and 9 of this Agreement are intended to assist the Inuvialuit to attain their economic goals set out in section 1 and 16 of the IFA.

### 8.01 Contract Priority for Inuvialuit - General

Awarding of Government Contracts pursuant to this Article shall be dependent upon Inuvialuit businesses meeting the required terms and conditions of the contract and providing the capacity, capability and expertise to supply the goods and services in a competitive manner having regard to the objective of this Agreement set out in 2.03.

### 8.02 List of Inuvialuit Businesses

The IRC, with respect to Western Arctic Region, and the SHCC, with respect to the community of Sachs Harbours, shall prepare and maintain a comprehensive list of Inuvialuit businesses which shall include information on the goods and services those businesses are in a position to furnish in relation to actual or potential Government Contracts related to the establishment, development, management or operation of the park. The IRC and the SHCC shall ensure that the list of Inuvialuit businesses is provided to the Superintendent, Western Arctic District, Canadian Parks Service, Inuvik. Canada shall use the list of Inuvialuit businesses for purposes

of soliciting bids from Inuvialuit businesses, but this shall not restrict the ability of any Inuvialuit business to submit bids for Government Contracts in accordance with the bid invitation process where bids are invited by public notice.

### 8.03 Assistance and Contract Planning

In the planning of Government Contracts related to the Park, Canada shall take all reasonable measures to provide opportunities to qualified Inuvialuit businesses to compete for and obtain such contracts. Canada shall consider, but not necessarily be limited to, the following measures with particular regard to Inuvialuit businesses located in Sachs Harbour:

- a. providing on the request of IRC or SHCC reasonable assistance in familiarizing Inuvialuit businesses with the contracting procedures of Canada;
- b. setting the date, location and terms and conditions for bidding so that Inuvialuit businesses may readily bid;
- c. inviting bids for commodity groupings to permit smaller and more specialized Inuvialuit businesses to bid;
- d. permitting bids for goods and services for a specifies portion on a larger contract package to permit smaller and more specialized businesses to bid; and
- e. avoiding artificially inflated employment skill requirements not essential to the fulfilment of the contract.

### 8.04 Directed Contracts

Qualified Inuvialuit businesses, particularly those in Sachs Harbour, shall be given first consideration where a Government Contract related to the park may, in accordance with the Government Contracts Regulations, be awarded without competition.

### 8.05 Bid Evaluation Criteria

As many of the following factors as may be appropriate to any particular contract shall be reflected in the bid evaluation criteria established by Canada for the awarding of Government Contracts related to the Park:

- a. the employment of Inuvialuit labour and services, and the engagement of Inuvialuit suppliers, particularly the Inuvialuit of Sachs Harbour;
- b. the undertaking of commitments with respect to on-the-job training and skills development for Inuvialuit, particularly Inuvialuit of Sachs Harbour; and
- c. the location of head offices, administrative offices, and other facilities in the Western Arctic Region, and particularly in the community of Sachs Harbour.

#### 8.06 Bid Solicitation from Suppliers List

Prior to inviting bids by public notice for Government Contracts related to the park, Canada shall solicit bids from suppliers of goods and services, firstly from within the community of Sachs Harbour and secondly from within the Western Arctic Region.

When soliciting bids:

- a. Canada shall make all possible attempts to award contracts to qualified Inuvialuit businesses according to the measures outlined in this Article;
- b. Canada shall take all reasonable measures to determine if there are Inuvialuit businesses, particularly Inuvialuit businesses located in Sachs Harbour, qualified to perform the contracts. This determination will usually be made by reference to the list of Inuvialuit businesses provided by the IRC and the SHCC;
- c. Where it is determined that a single business within the Western Arctic Region is qualified to perform a particular contract, Canada shall solicit that business to submit a bid for that contract. The contract may be awarded upon the negotiation of acceptable terms and conditions;
- d. Where Canada intends to solicit bids from more than one qualified business within the Western Arctic Region, Canada shall take all reasonable measures to determine if there are Inuvialuit businesses qualified to perform the contract, and shall solicit bids from those Inuvialuit businesses. This determination will usually be made by reference to the list of Inuvialuit businesses provided by the IRC and the SHCC. The contract, if awarded, shall take into account the bid evaluation criteria contained in this Article; and
- e. Where a contract is awarded in accordance with the provisions of (c) or (d) above, Canada shall ensure that the contract document contains appropriate

terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.

Where, after considering known available suppliers including those on the list of Inuvialuit businesses, it is determined that there are no qualified suppliers or where bid solicitation is inconsistent with laws of general application, Canada may proceed directly to bid invitation as set out in 8.07.

#### 8.07 Bid Invitation

Canada may invite bids, firstly from within the community of Sachs Harbour and secondly from within the Western Arctic Region. When inviting bids for Government Contracts related to the Park:

- a. Canada shall take all reasonable measures to inform Inuvialuit businesses of such bid invitations and to provide Inuvialuit businesses with a fair and reasonable opportunity to submit bids, notwithstanding that one or more such businesses may have submitted bids as part of the solicitation process. These measures will include the measures referred to in 8.03 above;
- b. Where Canada intends to invite bids for Government Contracts related to the Park, the bid invitation process shall take into account the bid evaluation criteria contained in 8.05; and
- c. Where a contract has been awarded in accordance with the provisions of (b) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.

#### 8.08 Implementation

Canada shall develop and maintain procurement policies to ensure consistent implementation of the provisions of this Article by all federal government contracting authorities. Canada shall develop these policies in consultation with the IRC.

# Section 8. Tukturn Nogait National Park Agreement (Pursuant to Order in Council P.C. 1996-1002 dated June 25, 1996)

In May of 1996, Cabinet approved a set-aside for Inuvialuit preference in procurements related to the establishment, operation and maintenance of the Tukturn Nogait National Park.

"Canada" means the Government of Canada as represented by the Minister of Canadian Heritage with responsibility for Parks Canada.

"DCH" means the Department of Canadian Heritage, as defined by the Department of Canadian Heritage Act S.C. 1995 c. 11, not yet proclaimed into force.

"IFA" means the Inuvialuit Final Agreement as amended from time to time, which Parliament approved, gave effect to and declared valid in the *Western Arctic (Inuvialuit) Claims Settlement Act, S.C., 1984, c. 49*, proclaimed into force on July 25, 1984.

"IRC" means the Inuvialuit Regional Corporation, described in Section 6 of the IFA.

"ISR" means the Inuvialuit Settlement Region, described in Annex A-2 of the IFA.

"PCC" means the Paulatuk Community Corporation, referred to in Section 6 of the IFA.

## 2.0 PURPOSES OF THE PARK AGREEMENT

2.4 To enhance and support local employment and business, to strengthen the local and regional economies, while making provision for Subsistence Usage within the Park.

## 14.0 CONTRACT PRIORITY FOR INUVIALUIT

14.1 Awarding of Government Contracts pursuant to this Section shall be dependent upon Inuvialuit Businesses meeting the required terms and conditions of the contract and providing the capacity, capability and expertise to supply goods and

services in a competitive manner having regard to the purposes set out in s. 2.4 above.

14.2 The IRC, with respect to the ISR, and the PCC, with respect to the community of Paulatuk, shall prepare and maintain a comprehensive list of Inuvialuit Businesses. This list shall include information on the goods and services those businesses are in a position to furnish in relation to actual or potential Government Contracts related to the establishment, management or operation of the Park. The IRC and the PCC shall ensure that the list of Inuvialuit Businesses is provided to the DCH Director. Canada shall use the list of Inuvialuit Businesses for purposes of soliciting bids from Inuvialuit Businesses, but this shall not restrict the ability of any Inuvialuit Business to submit bids for Government Contracts in accordance with the Bid Invitation process where bids are invited by public notice.

14.3 In the planning of Government Contracts related to the Park, Canada shall take all reasonable measures to provide opportunities to qualified Inuvialuit Businesses to compete for obtain such contracts. Canada shall consider, but not necessarily be limited to the following measures with particular regard to Inuvialuit Businesses located in Paulatuk:

- i. providing on the request of the IRC or the PCC reasonable assistance in familiarising Inuvialuit Businesses with the contracting procedures of Canada;
- ii. setting the date, location and terms and conditions for bidding so that Inuvialuit Businesses may reasonably bid;
- iii. inviting bids by commodity groupings to permit smaller and more specialised Inuvialuit Businesses to bid;
- iv. permitting bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialised Inuvialuit Businesses to bid;
- v. designing construction contracts in a way so as to increase the opportunity for smaller and more specialised Inuvialuit Businesses to bid; and
- vi. specifying skill requirements consistent with, but no greater than, the needs of the contract.

14.4. Qualified Inuvialuit Businesses, particularly those in Paulatuk, shall be given first consideration where a Government Contract related to the Park may, in accordance with the Government Contracts Regulations, be awarded without competition.

14.5 The following factors shall be reflected in the bid evaluation criteria established by Canada for the awarding of Government Contracts related to the Park:

- i. the employment of Inuvialuit labour and services, and the engagement of Inuvialuit suppliers, particularly from Paulatuk;
- ii. the undertaking of commitments with respect to on-the-job training and skills development for Inuvialuit, particularly Inuvialuit from Paulatuk; and
- iii. the location of head offices, administrative office, and other facilities in the ISR, and particularly in Paulatuk

14.6 Prior to inviting bids by public notice for Government Contracts related to the Park Canada shall solicit bids from suppliers of goods and services, firstly from within Paulatuk and secondly from within the ISR. When soliciting bids:

- i. Canada shall make all reasonable attempts to award contracts to qualified Inuvialuit Businesses according to the measures outlined in this Section.
- ii. Canada shall take all reasonable measures to determine if there are Inuvialuit Businesses, particularly Inuvialuit businesses located in Paulatuk, qualified to perform the contracts. This determination will usually be made by reference to the list of Inuvialuit Businesses provided by the IRC and the PCC.
- iii. Where it is determined that a single Inuvialuit Business within the ISR is qualified to perform a particular contract, Canada shall first solicit that business to submit a bid for that contract. In accordance with the conditions set out in s. 14.1, Canada shall make best efforts to award that contract to that Inuvialuit Business upon the negotiation of acceptable terms and conditions.
- iv. Where Canada intends to solicit bids from more than one qualified business within the ISR, Canada shall take all reasonable measures to determine if there are Inuvialuit Businesses qualified to perform the contract, and shall solicit bids from those Inuvialuit Businesses. This determination will usually be made by



reference to the list of Inuvialuit Businesses provided by the IRC and the PCC.

The contract, if awarded, shall take in account the bid evaluation criteria contained in this Section, and

- v. Where a contract is awarded in accordance with the provisions of ss. (iii) and (v) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and the specific provisions of the contract.

Where, after considering known available suppliers including those on the list of Inuvialuit Businesses, it is determined that there are no qualified suppliers or where Bid Solicitation is inconsistent with the IFA and laws of general application, Canada may proceed directly to Bid Invitation as set out in s. 14.7.

14.7 Canada may invite bids, firstly from within the community of Paulatuk and secondly from within the ISR. When inviting bids for Government Contracts related to the Park:

- i. Canada shall take all reasonable measures to inform Inuvialuit Businesses of such Bid Invitations and to provide Inuvialuit Businesses with a fair and reasonable opportunity to submit bids, notwithstanding that one or more such businesses may have submitted bids as part of the solicitation process. These measures shall include the measures referred to in s. 14.3 above.
- ii. Where Canada intends to invite bids for Government Contracts related to the Park, the Bid Invitation process shall take into account the bid evaluation criteria contained in s. 14.5 and
- iii. Where a contract has been awarded in accordance with the provision of (ii) above, Canada shall ensure that the contract document contains appropriate terms and conditions to ensure that sub-contractors are also subject to the intent and specific provisions of the contract.

14.8 Canada shall develop and maintain procurement policies to ensure consistent implementation of the provisions of this section by all Federal Government contracting authorities. Canada shall develop these policies in consultation with the IRC.

# Section 9. Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System - February 2, 1992

## 1.0 DEFINITIONS

### Inuvialuit

Means those people known as Inuvialuit who are beneficiaries under the Inuvialuit Final Agreement and, where the context requires, includes the Inuvialuit Regional Corporation, the Inuvialuit Development Corporation, the Inuvialuit Investment Corporation, the Inuvialuit community corporations and any other corporations or trusts controlled by the Inuvialuit that may be established by or pursuant to the Final Agreement and for the purposes of the Co-operation Agreement are represented by the Chairman of the Inuvialuit Regional Corporation (IRC).

### Inuvialuit Settlement Region (ISR)

Means that portion of the Northwest Territories, Yukon Territory and adjacent offshore area shown in Annex A and described in Annex A-1 of the Inuvialuit Final Agreement.

## 2.0 GENERAL

### 2.1 Precedents

This Co-operation Agreement specifically relates to co-operation between DND, represented by DNWSO, and the Inuvialuit, represented by the IRC, for O&M of NWS and other NWS related activities, occurring within the ISR. The military establishments which are within the ISR are as follows:

- Inuvik
- BAR 2 - at/near Shingle Point (LSS)
- PIN M - at/near Cape Parry (LRR)
- BAR 1 - at/near Komakuk Beach (LRR)

- BAR B - at/near Stokes Point (SRR)
- BAR BA3 - at/near Storm Hill (SRR)
- BAR 3 - at/near Tuktoyaktuk (SRR)
- BAR DA1 - at/near Liverpool Bay (SRR)
- BAR 4 - at/near Nicholson Peninsula (SRR)
- BAR E - at/near Horton River (SRR)
- PIN 1BD - at/near Keats Point )SRR)

This Agreement is not to be construed as a precedent for other federal government or military activities in the ISR; nor is it a precedent for such activities occurring outside the ISR.

Nothing in this Agreement is intended to restrict the Minister of National Defence from exercising his authority in relation to the defence of Canada pursuant to the *National Defence Act* or international agreements.

### 3.0 IMPLEMENTATION

#### 3.1 Contractual Mechanism

For NWS O&M activities within the ISR, DSS, the NWS O&M Contractor, Contractors, and Subcontractors will comply with this Agreement by inserting appropriate conditions in all Request for Proposals, bid invitations and bid solicitations and in any resulting contracts where applicable.

All access to Inuvialuit lands for the purposes of Work in the ISR by DND, the O&M Contractor, and its subcontractors, and any other NWS contractor, will be subject to the IFA, and the Rules where they are not inconsistent with the IFA and enabling legislation. The IRC shall provide DND with six months notice of any change in the Rule which impacts on the NSW or this Agreement.

#### 3.3 Arbitration

The Inuvialuit and DND shall attempt to resolve any differences without recourse to third parties. However, should circumstances require arbitration the following procedures will apply:

- a. If the Inuvialuit and DND cannot agree on any question of fact (as opposed to a question of law or mixed law and fact) related to the interpretation, implementation, or operation of this Agreement, either Party can submit the disagreement to a determination by arbitration, in accordance with the procedures set out below.
- b. The Arbitration proceedings shall be held in a location agreed upon by the Parties.
- c. Within ten (10) days of a written demand of either Party to refer a dispute to arbitration under the provisions of paragraph 3.3a above, each Party shall name an arbitrator. The arbitrators shall then choose a third arbitrator who shall chair the Board. If the two arbitrators fail within ten (10) days from the date the last arbitrator was appointed to agree upon and appoint the third arbitrator, then upon written application by either Party such third independent arbitrator shall be appointed by a Judge of the Supreme Court of the Northwest Territories.
- d. The Arbitration Board's procedures shall be determined by the Parties to the arbitration, subject to the following:
  1. Unless the Parties to the arbitration otherwise agree, the procedure shall assure a right to at least one oral hearing before the Board said hearing to be held within 60 days of the Board being fully constituted under the provisions of the paragraph 3.3d(1) above, as well as the opportunity to provide written submissions and rebuttal arguments.
  2. Unless the Parties to the arbitration otherwise agree, the Board shall have jurisdiction to decide whether any Interested Party shall be invited or allowed to participate in the arbitration and if so what the rights and obligations of any such Interested Party shall be with respect to the participation of said Interested Party in the arbitration process.
  - 3)
  - 4) Unless the Parties to the arbitration otherwise agree, the Board shall render a decision within thirty (30) days after the hearing or within such other period of time agreed to by the Parties to the arbitration. The Board's decision shall be based on the provision of the IFA and its implementing legislation as amended, this Agreement, all applicable Acts and Regulations,

and on the arguments and submissions of the Parties. The decision shall be in writing and shall state the reasons on which it is based.

3. Unless the Parties to the arbitration otherwise agree, the Board's decision shall be final and binding on all Parties to the arbitration. However, any error of law and/or excess of jurisdiction on the part of the Board shall be subject to judicial review.

4. Unless the Parties to the arbitration otherwise agree, the proceedings as well as the report of the board shall be made public.

e. Each party reserves the right to resort to the courts in the case of a dispute over law or mixed law and fact.

f. Each party shall provide for remuneration and expenses of the arbitrator appointed by it. Each Party is responsible for their own costs in preparing for and including the costs of their witnesses and attending arbitration hearings. All other costs shall be equally shared by the Parties to this Agreement.

#### 4.0 OPPORTUNITIES AND COMMITMENTS

In accordance with existing laws, regulations, and federal government procurement policies, the following reasonable measures to encourage Inuvialuit participation, with respect to contracts awarded for Work within the ISR, will be taken.

4.1 The reasonable measures set out in this clause shall include the inclusion of appropriate contract clauses in future O&M contracts for work in the ISR binding Contractors to also take reasonable measures to encourage Inuvialuit participation.

#### 4.2 Business Opportunities and Procedures

For the purposes of this subsection, Inuvialuit are defined as per subsection 16.1 of the IFA.

a. It is agreed that DND and the IRC shall use their best efforts to identify, and advise the Inuvialuit of, actual and potential business opportunities arising out of O&M activities in the ISR, and to facilitate Inuvialuit involvement in such activities in the ISR, and to facilitate Inuvialuit involvement in such activities by following the procedures set out in this subsection.

- b. The IRC shall prepare, maintain and provide to DND, at least once per year, a complete list of Inuvialuit businesses which could provide services to DND, the O&M Contractor or Subcontractors. Such list shall contain a brief description of the equipment or services provided by the business, the business experience, address and contact name.
- c. Where a substantial portion (i.e. more than 50 percent) of the work in a Contract is within the ISR NWS O&M Contractors and Subcontractors will first solicit bids from qualified businesses on the list of Inuvialuit firms provided by the IRC pursuant to paragraph 4.2b. This process shall not limit other qualified Inuvialuit firms from bidding as well. At the same time, solicitation documents shall also be provided to the IRC. DND, DSS, and its O&M Contractors shall be held blameless if qualified Inuvialuit businesses were not solicited because their name did not appear on the list provided by the IRC. Based on demonstrated performance, Inuvialuit businesses may be added or deleted from the list.
- d. Contracts will be executed with a business(es) that offers compliant and competitive bids within the time specified in the solicitation documents. Except in the cases of emergency or when the operation of the NWS site(s) could be interrupted, not less than ten days shall be provided for a bid response from the date solicitation documents are issued. The O&M Contractors shall determine whether a bid is compliant and competitive and this decision is not subject to arbitration procedures under section 3 of this Agreement. However, if the O&M Contractor repeatedly determines that Inuvialuit bids are non-compliant in a conscious effort to subvert the objectives of this Agreement, the IRC shall have recourse to the Review Committee and if necessary Section 3 of this Agreement.
- e. If a contract is not awarded pursuant to a solicitation within the ISR the Work shall be tendered in accordance with the NWS O&M Contractor's or Subcontractor's policy.
- f. For any bid, solicitation or invitation for Work outside the ISR, Inuvialuit businesses shall qualify for the current NWS O&M Contractor's northern preference policy as set out in the O&M contract of the NWS.
- g. If the above procedures have not been followed, or an Inuvialuit business' offer has not been accepted, the Inuvialuit business may request, and shall receive

within 30 days, a written explanation setting out the reasons why the offer was not accepted. Subject to prior approval by the Inuvialuit business, a copy of the explanation shall be provided to the IRC.

- h. NWS O&M Contractor's compliance with this subsection is subject to Inuvialuit businesses meeting the requirements identified in the solicitation documents and competitive with respect to cost.

#### 4.3 Specific Business Opportunities

The following specific business opportunities for the provision of services associated with Work within the ISR shall be provided through the NWS O&M Contractor or Subcontractors:

1. Aklak Air will have the first opportunity to bid on all contracts for personnel and freight transportation services by fixed wing aircraft for flights originating and terminating in the ISR;
2. NTCL shall have the first opportunity to bid on all contracts for marine transportation and barging services of equipment, materials and supplies.

Except in cases of emergency or when the operation of NWS site(s) could be interrupted, these companies shall be provided with not less than ten days for a bid response from the date of issue of the solicitation documents. Contracts shall be issued if the bids are technically compliant and based on the lower of published tariffs or most favoured customer rates. As existing contracts expire, renewals or new contracts shall be concluded in accordance with this subsection.

3. Pursuant to the IFA, the NWS O&M Contractor shall obtain gravel from the Inuvialuit for all sites on Inuvialuit Lands (i.e. Cape Parry, Nicholson Peninsula, Horton River, Liverpool Bay, and Keats Point). The specific gravel requirements shall be determined by the NWS O&M Contractor or Subcontractor. The Inuvialuit shall provide the required granular material from the nearest appropriate location or locations consistent with satisfying environmental and

cost minimisation criteria. All other gravel contracts shall be tendered pursuant to section 4.2 of his agreement.

4. Beginning in April 1985, or earlier if the opportunity arises, Stanton Distributing shall have the first opportunity to bid on all contracts for services relating to the supply of groceries, foodstuff, and catering with respect to temporary or permanent camp facilities in the ISR. Contracts will be issued provided that Stanton Distributing meets the requirements identified in the solicitation documents and its bid is competitive. Except in cases of emergency or when the operation of NWS site(s) could be interrupted, Stanton Distributing shall be provided with no less than ten days for a bid response from the date of issue of the solicitation documents.

## 6.0 MISCELLANEOUS

### 6.4 Notices

- a. Where any Party is obliged or entitled to give any notice, request, approval, demand, consent, direction or other communication (hereinafter collectively called "Notice") to the other Party, such Party shall first communicate the substance thereof personally or by telephone, as expeditiously as possible, but Notice shall not be sufficiently given until sent in writing to the addressees at the address below. Any Notice may be delivered personally or sent by registered mail, telegram, telecopier or telex and will be effective upon receipt by the addressee. If any disruption or impairment of postal service exists or is threatened, Notice shall be sent by telegram, telecopier or telex, or otherwise delivered in writing.
- b. Notices to DND shall be sent to:  
Director, North Warning System Office  
National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Canada K1A 0K2
- c. Notices to the IRC shall be sent to:



Chairman

Inuvialuit Regional Corporation

Bob 2120

Inuvik NW X0E 0T0

# **Section 10. Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Restoration and Clean-Up of DEW sites within the Inuvialuit Settlement Region - February 2, 1996**

## 1.0 DEFINITIONS

### Inuvialuit

Means those people known as Inuvialuit who are beneficiaries under the Inuvialuit Final Agreement and, where the context requires, includes the Inuvialuit Regional Corporation, the Inuvialuit Development Corporation (IDC), the Inuvialuit Community Corporations and any other corporations or trusts controlled by the Inuvialuit that may be established by or pursuant or subsequent to the IFA and for the purposes of the Co-operation Agreement are represented by the Chairman of the Inuvialuit Regional Corporation.

### Inuvialuit Business(es)

Means corporations, joint ventures, partnerships or proprietorships that are 50% or more owned by the Inuvialuit.

### Inuvialuit Settlement Region

Means that portion of the Northwest Territories, Yukon Territory and adjacent offshore area shown in Annex A and described in Annex A-I of the Inuvialuit Final Agreement.

## 2.0 GENERAL

### 2.1 Precedents

This Co-operation Agreement specifically relates to co-operation between DND and the Inuvialuit for the restoration and clean-up of the DEW Sites, and related activities, occurring at all site located within the ISR. The DEW Sites which are within the ISR are as follows:

- BAR 1 - at/near Komakuk Beach
- BAR 2 - at/near Shingle Point
- BAR 3 - at/near Tuktoyaktuk
- BAR 4 - at/near Nicholson Peninsula
- PIN M - at/near Cape Parry
- PIN 1 - at/near Clinton Point

This Agreement is not to be construed as a precedent for interpreting any federal government or military obligations pursuant to the IFA; neither is it a precedent for such activities occurring outside the ISR. For greater certainty, this Agreement including but not limited to the protocols and standards provided for in Schedule 1, shall not be construed as a precedent for any sites other than those listed above.

## 4.0 IMPLEMENTATION

### 4.1 Contractual Mechanism

- a. The Government of Canada Contracting Agency will include a term in all contracts for work, that the Contractor will comply with this Agreement and a term that the Contractor will ensure that any Subcontractors will also be bound by similar provisions, wherever applicable.
- b. DND will, where feasible and cost effective, arrange that the Work specified in each contract will, at a minimum, consists of the complete clean-up and restoration of at least one full DEW Site.

### 4.3 Inuvialuit Lands

All use of and access to Inuvialuit Lands by all Contractors and Subcontractors for the purposes of the Work will be subject to the IFA and the Rules where they are not inconsistent with the IFA and/or the legislation giving effect to the IFA. A letter between DND and the IRC is attached at Schedule 5 which provides further

information concerning the arrangement agreed to between the Parties respecting DND's reservations on Inuvialuit lands listed on Annex 4 of the IFA.

#### 4.7 Arbitration

The Inuvialuit and DND shall attempt to resolve any differences without recourse to third parties. However, should circumstances requires arbitration the following procedure will apply:

g) If the Inuvialuit and DND cannot agree on any question of fact (as opposed to a question of law or mixed law and fact) related to the interpretation, implementation , or operation of this Agreement, either Party can submit the disagreement to a determination by arbitration, in accordance with the procedures set out below.

h) The Arbitration proceedings shall be held in a location agreed upon by the Parties.

i) Within ten (10) days of a written demand of either Party to refer a dispute to arbitration under the provisions of paragraph 4.7a above, each Party shall name an arbitrator. The arbitrators shall then choose a third arbitrator who shall chair the Board. If the two arbitrators fail within ten (10) days from the date the last arbitrator was appointed to agree upon and appoint the third arbitrator, then upon written application by either Party such third independent arbitrator shall be appointed by a Judge of the Supreme Court of the Northwest Territories.

j) The Arbitration Board's procedures shall be determined by the Parties to the arbitration, subject to the following:

7) Unless the Parties to the arbitration otherwise agree, the procedure shall assure a right to at least one oral hearing before the Board said hearing to be held within 60 days of the Board being fully constituted under the provisions of the paragraph 4.7c above, as well as the opportunity to provide written submissions and rebuttal arguments.

8) Unless the Parties to the arbitration otherwise agree, the Board shall have jurisdiction to decide whether any Interested Party shall be invited or allowed to

participate in the arbitration and if so what the rights and obligations of any such Interested Party shall be with respect to the participation of said Interested Party in the arbitration process.

9)

10) Unless the Parties to the arbitration otherwise agree, the Board shall render a decision within (30) days after the hearing or within such other period of time agreed to by the Parties to the arbitration. The Board's decision shall be based on the provision of the IFA and its implementing legislation as amended, this Agreement, all applicable Acts and Regulations, and on the arguments and submissions of the Parties. The decision shall be in writing and shall state the reasons on which it is based.

11) Unless the Parties to the arbitration otherwise agree, the Board's decision shall be final and binding on all Parties to the arbitration. However, any error of law and/or excess of jurisdiction on the part of the Board shall be subject to judicial review.

12) Unless the Parties to the arbitration otherwise agree, the proceedings as well as the report of the board shall be made public.

k) Each party reserves the right to resort to the courts in the case of a dispute over law or mixed law and fact.

l) Each party shall provide for remuneration and expenses of the arbitrator appointed by it. Each Party is responsible for their own costs in preparing for and including the costs of their witnesses and attending arbitration hearings. All other costs shall be shared equally shared by the Parties to this Agreement.

## 5.0 INUVIALUIT PARTICIPATION PLAN

### 5.1 Opportunities Planning

DND shall require in all project proposals and tenders an Inuvialuit Participation Plan which will include the type, level and value of Inuvialuit supplied goods and services, training and employment what will be solicited pursuant to the provisions outlined in

clauses 6 and 7 of this Agreement and the location of offices and other facilities of the firms inside and outside of the region.

## 5.2

DND and the Inuvialuit will establish minimum levels of Inuvialuit Participation which must be achieved in all Contractor Inuvialuit Participation Plans. In order for a contractor's tender or proposal for Work to be considered compliant, the Contractor's Inuvialuit Participation Plan must meet the agreed upon minimum levels of Inuvialuit participation.

## 6.0 BUSINESS OPPORTUNITIES AND COMMITMENTS

The following reasonable measures to ensure Inuvialuit participation with respect to contracts and subcontracts awarded for the Work will be taken:

### 6.1 Business Opportunities and Procedures

DND and the IRC will identify and advise the Inuvialuit of actual and potential business opportunities arising from the Work, and facilitate Inuvialuit involvement in such activities by following the procedures set out in this paragraph.

- a. The IRC shall prepare and maintain a complete list of Inuvialuit Businesses which could provide services to DND, any Contractor or any Subcontractor. Such list shall contain a brief description of the equipment or services provided by the Business, the business experience, address and contact name.
- b. DND shall include as a term in all contracts between DND and a Contractor for Work that, where the Contractor intends to subcontract or procure goods for Work, the Contractor will first solicit bids from qualified businesses on the list of Inuvialuit Businesses referred to in paragraph 5.2. This process shall not limit other qualified Inuvialuit businesses from bidding as well. At the same time, solicitation documents shall also be provided to the IRC. DND and its Contractors shall be held blameless if qualified Inuvialuit Businesses were not solicited because their name did not appear on the list provided by the IRC.
- c. DND shall include as a term in all contracts between DND and a Contractor for Work that where, following a solicitation for bids, a qualified Inuvialuit

Business(es) offer(s) a compliant and competitive bid within the time specified in the solicitation documents, and the Contractor decides to execute a contract for that work, the contract will be offered to an Inuvialuit Business. The length of time provided to Inuvialuit businesses to prepare a bid will take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) business days shall be provided for a bid response from the date the solicitation documents are delivered. The Contractor shall determine whether a bid is compliant and competitive and this decision is not subject to the arbitration procedures specified in this Agreement. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunities to clarify the scope of work and revise its bid accordingly (if required). However, if a Contractor repeatedly determines that Inuvialuit bids are non-compliant in a conscious effort to subvert the objective of this Agreement, the IRC shall have recourse to the Review Committee and if necessary paragraph 4(7) of this Agreement.

- d. If a sub-contract is not awarded pursuant to a solicitation within the ISR the Work shall be tendered in accordance with the Contractor's or the Subcontractor's policy.
- e. DND shall include as a term in all contracts between DND and a Contractor that if the above procedures relating to the award of sub-contracts have not been followed, or an Inuvialuit Business' offer has not been accepted, the Inuvialuit Business may request, and shall receive within 30 days, a written explanation setting out the reasons why the offer was not accepted. Subject to prior approval by the Inuvialuit Business, a copy of the explanation shall be provided to the IRC.
- f. If it is understood that business opportunities provided to the Inuvialuit under this section will be dependent upon these Businesses meeting the required standards and providing the capacity, capability and expertise to supply goods and services in a competitive manner.

## 6.2 Specific Business Opportunities

DND will include as a term in all contracts between DND and a Contractor for Work that the following specific business opportunities for the provision of goods and services associated with the Work shall be provided through the Contractor or Subcontractors as set out in the subclause hereunder. The Contractor will provide the companies, listed below, a length of time to prepare a bid which take into consideration the size and complexity of the work being solicited. In any event, not less than fifteen (15) calendar days shall be provided for a bid response from the date the solicitation documents are delivered. Where, following a solicitation for one of the services set out in this clause, the corresponding Inuvialuit Business has submitted a bid that is technically compliant, competitive and based on the lower of published tariffs (where applicable) or most favoured customer rates (where applicable), and the Contractor decides to execute a contract for that Work, the contract shall be offered to that Inuvialuit Business. If it has been determined that a bid response contains minor variances which cause it to be considered not technically compliant or not competitive, the company which submitted the bid will be provided an opportunity to clarify the scope of work and revise its bid accordingly (if required).

- a. Aklak Air will have the first opportunity to bid on all contracts for the transportation of personnel and freight by fixed wing aircraft for flights originating and terminating within the ISR or Inuvik;
- b. The Inuvialuit Projects Inc./Canadian Helicopters Ltd. Joint Venture will have the first opportunity to bid on all contracts for the transportation of personnel and freight by rotary wing aircraft for flights originating and terminating within the ISR or Inuvik.
- c. NTCL will have the first opportunity to bid on all contracts for marine transportation and barging of equipment and supplies;
- d. Inuvialuit Project Inc. will have the first opportunity to bid on all contracts for camp facilities which are required in addition to any DND owned camp facilities presently located at DEW sites.
- e. Stanton Distributing will have the first opportunity to bid on all contracts for groceries and foodstuffs required in association with any camp facilities

provided for the Work; and

## Granular Material

Contractors and Subcontractors shall obtain gravel from the Inuvialuit for all sites on Inuvialuit lands. The specific gravel requirements will be determined by the Contractors and Subcontractors. The gravel required in excess of gravel which has been already quarried and used for other purposes (eg. Runways) at the time of the signing of this Agreement shall be provided by the IDC in accordance with Schedule 3. All other granular material will be procured in accordance with the procedures outlined in Clause 6.1.

## 6.4 Disposal of Tier II Soils

- a. Subject to 6.4b, DND will dispose of Tier II soils from DEW Line sites at a disposal site outside the ISR. NTCL will provide the marine transportation and barging of the soils from Nicholson Peninsula, Cape Parry and Shingle Point to Hay River in accordance with the prices set out in Schedule 4. Transportation rates for soils from the remaining DEW Line sites in the ISR will be established six months prior to soil transportation from these sites and will reflect a similar discount over published tariffs as is the case for Nicholson Peninsula and Cape Parry.
- b. Should it no longer be economical to dispose of the Tier II solid outside the ISR, or, it is no longer possible to dispose of the soils outside the ISR, DND reserves the right to pursue, through the applicable processes, approval for the construction of a Northern Disposal Facility. DND recognises that the IRC is opposed to the construction of a Northern Disposal Facility within the ISR at the time of the signing of this Agreement.

## 8.0 MISCELLANEOUS

### 8.2 Notices

d) Where any Party is obliged or entitled to give any notice, request, approval, demand, consent, direction or other communication (hereinafter collectively called "Notice") to the other Party, such Party shall first communicate the substance thereof personally or by telephone, as expeditiously as possible, but Notice shall



not be sufficiently given until sent in writing to the addressees at the address below. Any Notice may be delivered personally or sent by registered mail or telefacsimile and will be effective upon receipt by the addressee.

e) Notices to DND shall be sent to:

Director General Environment  
National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Canada K1A 0K2

Notices to the IRC shall be sent to:

Chairman  
Inuvialuit Regional Corporation  
Bob 2120  
Inuvik NW X0E 0T0

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- [1](#) The Council for Yukon Indians is now known as the Council of Yukon First Nations.
  - [2](#) Articles 9.3 and 9.4 refer to Chapter 10, Schedule A of the Agreement, and not Chapter 9.
  - [3](#) Articles 9.6; 9.7; 9.8; 9.8.1; and 9.8.2 refer to Chapter 10, Schedule A of the Agreement, and not Chapter 9.
  - [4](#) Articles 5.1 and 5.2 refer to Chapter 13, Schedule A, and not Chapter 5.
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