

## W - Land Claims Set Aside

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**Remarks:** THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is to be used in solicitations involving final delivery to locations **outside** Comprehensive Land Claims Settlement Areas (CLCSAs) when the original requirement has been divided to handle final delivery locations **outside** CLCSAs on one solicitation and final delivery locations **inside** CLCSAs on a different solicitation. Contracting Officers are to modify the clauses as required for either a standing offer or contract and to insert the solicitation number dealing with deliveries inside CLCSAs.

The second paragraph of this clause is to cover the eventuality of there being no bids received as a result of the solicitation pertaining to delivery locations inside a CLCSA. The clause gives Canada the capability to include final delivery locations inside CLCSAs in the proposed standing offer/contract with the successful bidder of the solicitation for delivery points outside CLCSAs.

### **W0001T (01/12/00) Delivery Requirements Outside CLCSAs**

Any resulting Standing Offer(s)/Contract(s) shall be for delivery requirements to locations within Canada, except locations within Comprehensive Land Claims Settlement Areas (CLCSAs). For delivery requirements to locations within CLCSAs, solicitation number \_\_\_\_ (*insert applicable number*) applies.

In the event that there (is/are) no (Standing Offer(s)/Contract(s)) (issued/awarded) pursuant to solicitation number \_\_\_\_ (*insert applicable number*), Canada reserves the right to negotiate for deliveries within CLCSAs with suppliers who have been approved for (issuance/award) of a (Standing Offer/Contract) under this (Request for Standing Offer/Request for Proposal).

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### **W0001T (15/06/98) Delivery Requirements Outside CLCSAs**

Effective 01/12/00, this clause is superseded by W0001T.

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**Remarks:** This clause is to be used in both solicitations and standing offers/contracts when the procurement will only provide for delivery locations **outside** a Comprehensive Land Claims Settlement Area (CLCSA), only one solicitation will be issued, and the destinations are not specified. Contracting Officers are to modify the clause as required for either a standing offer or contract.

### **W0002D (01/12/00) Delivery Requirements Outside a CLCSA**

The resulting (Standing Offer/Contract) is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

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### **W0002D (15/06/98) Delivery Requirements Outside a CLCSA**

Effective 01/12/00, this clause is superseded by W0002D.

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## W - Land Claims Set Aside

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**Remarks:** This clause is to be used in both solicitations and standing offers/contracts involving delivery locations **outside** Comprehensive Land Claims Settlement Areas when the term "FOB Destination" is used and the procurement is for unspecified destinations.

**W0003D (01/12/00) FOB Destination Outside CLCSAs**

Any reference within this document to "FOB Destination any point in Canada" or "FOB Destination/Region" shall apply ONLY to destinations which are not within a Comprehensive Land Claims Settlement Area.

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**W0003D (15/06/98) FOB Destination Outside CLCSAs**

Effective 01/12/00, this clause is superseded by W0003D.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0011T (15/06/98) JBNQA - Notification**

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clauses:

- 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.
- 28.10.3 For projects initiated 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 and services to or for the benefit of Cree communities the governments shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects
- b) in respect to contracts arising from such projects, including requirements that the proponent;
- 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 the Cree individuals or groups may reply with reasonable ease.
- 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 is 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:
- b) in respect to contracts arising from such projects, including requirements that the proponents:

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- ii) post calls for tenders in a public place in all Inuit communities on the date on which the general public is made aware for 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0012T (15/06/98) JBNQA - Soliciting Bids**

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clauses:

- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0013T (15/06/98) JBNQA - Tendering Provisions**

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clauses:

- 28.10.3 For projects initiated 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 and services to or for the benefit of Cree communities the governments shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects

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- b) in respect to contracts arising from such projects, including requirements that the proponent;
- 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 the Cree individuals or groups may reply with reasonable ease.
- 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 is 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:
- 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 for 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0014T (15/06/98) JBNQA - Evaluation Criteria**

The benefits that apply to this procurement are contained in: Section 1, James Bay and Northern Quebec Agreement (JBNQA), clause:

- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0021T (15/06/98) IFA - Notification**

The benefits that apply to this procurement are contained in: Section 2, Inuvialuit Final Agreement (IFA), clause:

- 16.(8) 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 Inuvialuit Development Corporation (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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0022T (15/06/98) IFA - Evaluation Criteria**

The benefits that apply to this procurement are contained in: Section 2, Inuvialuit Final Agreement (IFA), clause:

- 6.00 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0031T (15/06/98) GCLCA - Notification**

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clause:

- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0032T (15/06/98) GCLCA - Creation of a List**

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clause:

- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0033T (15/06/98) GCLCA - Heritage Resources**

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), clause:

- 25.1.10 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

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W0034T      (15/06/98)      GCLCA - Designated Heritage Site

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The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clauses:

- 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.
  - 9.7.5 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0035T (15/06/98) GCLCA - Survey**

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clauses:

- 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).
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0036T (15/06/98) GCLCA - Silviculture**

The benefits that apply to this procurement are contained in: Section 3, Gwich'in Comprehensive Land Claim Agreement (GCLCA), Appendix C, clauses:



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- 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.
- 13.6.6 Government shall include a criterion for Tetlit Gwich'in employment in any contract opportunities associated with silviculture within the primary use area.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0041T (15/06/98) NLCA - Notification**

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0042T (15/06/98) NLCA - Creation of a list**

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clause:

- 24.7.1 The Designated Inuit Organization 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0043T (15/06/98) NLCA - Evaluation Criteria**

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

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- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0044T (15/06/98) NLCA - Park Facilities**

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

- 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 Designated Inuit Organization (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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0045T (15/06/98) HLCA - Archaeological Work**

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement, clauses:

- 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.

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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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0051T (15/06/98) UFACYI - Notification**

The benefits that apply to this procurement are contained in: Section 5, Umbrella Final Agreement, Council for Yukon Indians (UFACYI), clause:

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 or services.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0052T (15/06/98) UFACYI - Creation of a List**

The benefits that apply to this procurement are contained in: Section 5, Umbrella Final Agreement, Council for Yukon Indians (UFACYI), clauses:

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.

22.5.8 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0053T (15/06/98) UFACYI - Survey**

The benefits that apply to this procurement are contained in: Section 5, Council of Yukon First Nations Final Agreement (UFACYI), clauses:

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

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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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0061T (15/06/98) NNDFA - Designated Heritage Site**

The benefits that apply to this procurement are contained in: Section 5.1, First Nation of Nacho Nyak Dun Final Agreement (NNDFA), clauses:

- 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.
  - 13.12.1.5 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0062T (15/06/98) NNDFA - Survey**

The benefits that apply to this procurement are contained in: Section 5.1, First Nation of Nacho Nyak Dun Final Agreement (NNDFA), clauses:

- 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0063T (15/06/98) NNDFa - Silviculture**

The benefits that apply to this procurement are contained in: Section 5.1, First Nation of Nacho Nyak Dun Final Agreement (NNDFa), clauses:

- 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.
- 17.14.2.6 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0071T (15/06/98) CAFA - Use of Horses**

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), Chapter 10, Schedule A, clauses:

- 9.3 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

## W - Land Claims Set Aside

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**W0072T (15/06/98) CAFA - Trails and Roads**

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), Chapter 10, Schedule A, clauses:

- 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0073T (15/06/98) CAFA - Designate Heritage Site**

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), clauses:

- 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.
- 13.12.1.5 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) 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0074T (15/06/98) CAFA - Survey**

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nation Final Agreement, clauses:

## W - Land Claims Set Aside

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- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0075T (15/06/98) CAFA - Silviculture**

The benefits that apply to this procurement are contained in: Section 5.2, Champagne and Aishihik First Nations Final Agreement (CAFA), clauses:

- 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 and Aishihik First Nations shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Champagne and 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0081T (15/06/98) TTFA - Designated Heritage Site**

The benefits that apply to this procurement are contained in: Section 5.3, Teslin Tlingit Council Final Agreement (TTFA), clauses:

- 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.
- 13.12.1.5 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.
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## W - Land Claims Set Aside

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0082T (15/06/98) TTFA - Survey**

The benefits that apply to this procurement are contained in: Section 5.3, Teslin Tlingit Council Final Agreement (TTFA), clauses:

- 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0083T (15/06/98) TTFA - Silviculture**

The benefits that apply to this procurement are contained in: Section 5.3, Teslin Tlingit Council Final Agreement (TTFA), clauses:

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

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0091T (15/06/98) VGFA - Trails**

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwitchin First Nation Final Agreement (VGFA), Chapter 10, Schedule A, clauses:

- 9.6 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.



## W - Land Claims Set Aside

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- 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0092T (15/06/98) VGFA - Designated Heritage Site**

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwich'in First Nation Final Agreement (VGFA), clauses:

- 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.
- 13.12.1.6 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0093T (15/06/98) VGFA - Survey**

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwich'in First Nation Final Agreement (VGFA), clauses:

## W - Land Claims Set Aside

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- 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0094T (15/06/98) VGFA - Silviculture**

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwich'in First Nation Final Agreement (VGFA), clauses:

- 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.
- 17.14.2.6 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0095T (15/06/98) VGFA - Canadian Parks Service**

The benefits that apply to this procurement are contained in: Section 5.4, Vuntut Gwich'in First Nation Final Agreement (VGFA), Chapter 10, Schedule A, clauses:

- 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
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## W - Land Claims Set Aside

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development for Vuntut Gwitchin, in the specifications for the tendering of contracts related to the procurement of goods and services for the Park.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0101T (15/06/98) SFA - Designated Heritage Site**

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), clauses:

- 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.
  - 13.12.1.7 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0102T (15/06/98) SFA - Fort Selkirk**

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), Chapter 13, Schedule A, clause:

- 5.1 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.
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## W - Land Claims Set Aside

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0103T (15/06/98) SFA - Survey**

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), clauses:

- 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0104T (15/06/98) SFA - Silviculture**

The benefits that apply to this procurement are contained in: Section 5.5, Selkirk First Nation Final Agreement (SFA), clauses:

- 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.
- 17.14.2.8 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

## W - Land Claims Set Aside

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**W0111T (15/06/98) LSCFA - Designated Heritage Site**

The benefits that apply to this procurement are contained in: Section 5.6, Little Salmon/Carmacks First Nation Final Agreement (LSCFA), clauses:

- 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.
- 13.12.1.7 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0112T (15/06/98) LSCFA - Survey**

The benefits that apply to this procurement are contained in: Section 5.6, Little Salmon/Carmacks First Nation Final Agreement (LSCFA), clauses:

- 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.
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## W - Land Claims Set Aside

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0113T (12/05/00) LSCFA - Silviculture**

The benefits that apply to this procurement are contained in: Section 5.6, Little Salmon / Carmacks First Nation Final Agreement (LSCFA), clauses:

- 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.
- 17.14.2.8 Government shall 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.

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**W0113T (15/06/98) LSCFA - Silviculture**

Effective 12/05/00, this clause is superseded by W0113T.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0121T (15/06/98) SDMCLCA - Notification**

The benefits that apply to this procurement are contained in: Section 6, Sahtu Dene and Metis Comprehensive Land Claim Agreement (SDMCLCA), clauses:

- 12.2.1 Where 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.

## W - Land Claims Set Aside

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation document, before any annexes or appendices.

**W0122T (15/06/98) SDMCLCA - Heritage Resources**

The benefits that apply to this procurement are contained in: Section 6, Sahtu Dene and Metis Comprehensive Land Claim Agreement (SDMCLCA), clause:

- 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0131T (15/06/98) Banks Island- Notification**

The benefits that apply to this procurement are contained in: Section 7, An Agreement for the Establishment of a National Park on Banks Island, clause:

- 8.02 The Inuvialuit Regional Corporation (IRC), with respect to Western Arctic Region, and the Sachs Harbour Community Corporation (SHCC), with respect to the community of Sachs Harbour, 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 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 specified portion on a larger contract package to permit smaller and more specialized businesses to bid; and

## W - Land Claims Set Aside

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0132T (15/06/98) Banks Island - Evaluation Criteria**

The benefits that apply to this procurement are contained in: Section 7, An Agreement for the Establishment of a National Park on Banks Island, clause:

- 8.05 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation document, before any annexes or appendices.

### **W0133T (15/06/98) Banks Island - Sachs Harbour**

The benefits that apply to this procurement are contained in: Section 7, An Agreement for the Establishment of a National Park on Banks Island, clauses:

- 8.04 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.
- 8.06 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 Inuvialuit Regional Corporation (IRC) and the Sachs Harbour Community Corporation (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



## W - Land Claims Set Aside

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- (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 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0141T (15/06/98) Tuktut Nogait - Notification**

The benefits that apply to this procurement are contained in: Section 8, Tuktut Nogait National Park Agreement clause:

- 14.2 The Inuvialuit Regional Corporation (IRC), with respect to the Inuvialuit Settlement Region (ISR), and the Paulatuk Community Corporation (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 Department of Canadian Heritage (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;

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- 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
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0142T (15/06/98) Tuktut Nogait - Evaluation Criteria**

The benefits that apply to this procurement are contained in: Section 8, Tuktut Nogait National Park Agreement clause:

- 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 Inuvialuit Settlement Region, and particularly in Paulatuk.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0143T (15/06/98) Tuktut Nogait - Paulatuk**

The benefits that apply to this procurement are contained in: Section 8, Tuktut Nogait National Park Agreement clauses:

- 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.
- 14.6 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 with Paulatuk and secondly from within the Inuvialuit Settlement Region (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 Inuvialuit Regional Corporation (IRC) and the Paulatuk Community Corporation (PCC).

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- 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 awards, 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0151T (15/06/98) NWS - Notification**

The benefits that apply to this procurement are contained in: 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 (NWS), clauses:

- 4.2 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 Inuvialuit Regional Corporation (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 Inuvialuit Settlement Region (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.
  - (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

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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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0152T (15/06/98) NWS - Evaluation Criteria**

The benefits that apply to this procurement are contained in: 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 (NWS), clauses:

- 4.0 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 Inuvialuit Settlement Region (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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0153T (15/06/98) NWS - Air Transport (Fixed Wing)**

The benefits that apply to this procurement are contained in: 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 (NWS), clauses:

- 4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:
  - 4.3.1 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;

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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0154T (15/06/98) NWS - Marine Transport**

The benefits that apply to this procurement are contained in: 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 (NWS), clauses:

- 4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:
- 4.3.2. 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation document, before any annexes or appendices.

**W0155T (15/06/98) NWS - Gravel**

The benefits that apply to this procurement are contained in: 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 (NWS), clauses:

- 4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:
- 4.3.3. 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0156T (15/06/98) NWS - Groceries and Catering**

The benefits that apply to this procurement are contained in: 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 (NWS), clauses:

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- 4.3 The following specific business opportunities for the provision of services associated with Work within the Inuvialuit Settlement Region (ISR) shall be provided through the NWS O&M Contractor or Subcontractors:
- 4.3.4 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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0161T (15/06/98) DEW - Notification**

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clauses:

- 6.1 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.
- (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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0162T (15/06/98) DEW - Evaluation Criteria**

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clauses:

- 4.1 (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.
- 5.1 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.
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- 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.
- 6.1 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.
- (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 opportunity 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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0163T (15/06/98) DEW - Air Transporter (Fixed Wing)**

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.2 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 IRC or Inuvik;

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" (see Section 9M of the *Supply Manual*) to determine when to use this clause.

Insert the clause at the end of the bid solicitation, before any annexes or appendices.

### **W0164T (10/06/05) DEW - Air Transport (Rotary Wing)**

The benefits that apply to this procurement are contained in Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region:

"6.2 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)."

"(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 IRC or Inuvik."

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### **W0164T (15/06/98) DEW - Air Transport (Rotary Wing)**

Effective 10/06/05, this clause is superseded by W0164T.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0165T (15/06/98) DEW - Marine Transport**

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

6.2 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



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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).

- (c) NTCL will have the first opportunity to bid on all contracts for marine transportation and barging of equipment and supplies;
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### W0166T (15/06/98) DEW - Camp Facilities

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

6.2 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).

- (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.
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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### W0167T (15/06/98) DEW - Groceries and Foodstuff

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

6.2 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

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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).

- (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

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0168T (15/06/98) DEW - Gravel**

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.3 (a) 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 Inuvialuit Development Corporation (IDC) in accordance with Schedule 3. All other granular material will be procured in accordance with the procedures outlined in Clause 6.1.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

### **W0169T (15/06/98) DEW - Soils**

The benefits that apply to this procurement are contained in: Section 10, Co-operation Agreement between the Inuvialuit Regional Corporation (IRC) and the Department of National Defence (DND) concerning the restoration and clean-up of DEW sites within the Inuvialuit Settlement Region, clause:

- 6.4 (a) Subject to 6.4b, DND will dispose of Tier II soils from DEW Line sites at a disposal site outside the Inuvialuit Settlement Region (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.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0171T (12/05/00) THFA - Designated Heritage Site**

The benefits that apply to this procurement are contained in: Section 5.7, Tr'ondëk Hwëch'in Final Agreement (THFA), clauses:

- 13.12.1.1 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.2 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.3 The Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in upon the same terms and conditions as would be offered to others.
- 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 Tr'ondëk Hwëch'in within the Traditional Territory of the Tr'ondëk Hwëch'in:
- (a) a criterion for the employment of Tr'ondëk Hwëch'in or engagement of Tr'ondëk Hwëch'in Firms; and
  - (b) a criterion for special knowledge or experience of Tr'ondëk Hwëch'in related to the Designated Heritage Site.

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0172T (12/05/00) THFA - Survey**

The benefits that apply to this procurement are contained in: Section 5.7, Tr'ondëk Hwëch'in Final Agreement (THFA), clauses:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Tr'ondëk Hwëch'in Settlement Land, Government shall include among the factors for consideration, employment of Tr'ondëk Hwëch'in, or for Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in and Government shall ensure that qualifications and experience requirements for employment of Tr'ondëk Hwëch'in in the surveying of Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in.

## W - Land Claims Set Aside

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**Remarks:** Refer to the chart "Summary of Benefits from Treasury Board of Canada Secretariat Contracting Policy Notice 1997-8" to determine when to use this clause. It is to appear in full text at the end of the bid solicitation, before any annexes or appendices.

**W0173T (12/05/00) THFA - Silviculture**

The benefits that apply to this procurement are contained in: Section 5.7, Tr'ondëk Hwëch'in Final Agreement (THFA), clauses:

- 17.14.2.2 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in .
  - 17.14.2.3 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in.
  - 17.14.2.4 The Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in upon the same terms and conditions as would be offered to others.
  - 17.14.2.8 Government shall include a criterion for employment of Tr'ondëk Hwëch'in or engagement of Tr'ondëk Hwëch'in Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Tr'ondëk Hwëch'in.
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