

- 8.2.5 DND's contracting agent shall assess the Letters of Interest to determine those firms that have demonstrated their capability to be a Contractor for clean-up of a given Site and based on that assessment shall establish a list of qualified Contractors for that Site.

### **8.3 Selection Process for a Site Clean-up**

- 8.3.1 Where DND's contracting agent determines under Section 8.2.5 that only one firm is capable of performing the contract for the Site clean-up, the following procedure shall be followed:

- (a) DND's contracting agent shall issue an Advance Contract Award Notice (ACAN) indicating its intent to negotiate the contract with the firm;
- b) if no valid challenge to the ACAN is received within the time frame provided for in the Treasury Board of Canada Contracting Policy, DND's contracting agent shall negotiate with the firm for the purpose of arriving at a price for the Site clean-up and shall require the firm to submit a CIPP in accordance with the requirements of Section 7.1 above;
- c) if negotiations have been successfully completed under Subsection b), above, DND shall make a determination as to whether the price is acceptable, and whether the criteria set forth in Subsections 8.1.1 (a) to (c) have been met;
- d) in the event that DND determines under Subsection c) above that the price is acceptable and that the criteria set forth in Subsections 8.1.1 (a) to (c) have been met, DND's contracting agent shall issue a letter of intent to award the contract to the firm;
- e) in the event that DND determines under Subsection c) above that the firm has not fully met the criteria set forth in Subsections 8.1.1 (a) to (c), DND shall refer the matter to the Steering Committee and Sections 8.3.7 through 8.3.10 shall apply; and
- f) in the event that negotiations under Subsection b) above are not successfully completed, or the price is not acceptable to DND, DND's contracting agent may decline to award the contract to the firm.

- 8.3.2 Where DND's contracting agent determines under Section 8.2.5 that more than one firm is capable of performing the Clean-up Contract, it may invite bids from the list of firms determined in 8.2.5 in accordance with Section 8.3.3. Where there is a valid challenge to the Advance Contract Award Notice issued in accordance with Section 8.3.1, DND's contracting agent may invite bids from the sole firm considered capable in Section 8.2.5 plus the firms which have put forward a valid challenge to the ACAN, in accordance

with Section 8.3.3.

8.3.3 The process for the tender shall follow the Treasury Board of Canada Contracting Policy, along with the following specific procedures, whereby DND's contracting agent shall:

- a) open the envelopes containing the Bidder's CIPP before opening any other part of any bid;
- b) with respect to each bidder's CIPP, make a determination as to whether the CIPP meets the criteria set forth in Subsections 8.1.1 (a) to (c) , and open only those bids that in DND's contracting agent's determination meet those criteria;
- c) if DND's contracting agent determines that none of the bids meets the criteria set forth in Subsections 8.1.1 (a) to (c), refer the matter to the Steering Committee, which shall determine if the work should be retendered with a revised MIEC and/or MICC;
- d) identify the lowest priced of the bids opened under Subsection b) and determine whether the price is acceptable to DND; and
- e) if the bid meets the criteria set forth in Subsections 8.1.1 (a) to (c) and the price is acceptable, issue a letter of intent to award the contract, otherwise the contract shall not be awarded.

8.3.4 DND's contracting agent shall require that, within twenty-eight (28) calendar days of a company receiving a letter of intent pursuant to Sections 8.3.1 or 8.3.3, the company shall provide to DND's contracting agent a final CIPP confirming that it is capable of achieving the MICC and MIEC for the Site, and that this final CIPP shall meet the criteria set forth in Subsections 8.1.1 (a) to (c), and shall include, without limitation:

- a) documentation evidencing the signing of agreements with Inuit Subcontractors, or the intention to enter into subcontracts with Inuit Subcontractors, if applicable; and
- b) a schedule showing a monthly projection of Inuit labour and Subcontractors to be utilized throughout the life of the contract.

8.3.5 DND's contracting agent shall review the final CIPP, including the documentation and schedule provided by the company under Section 8.3.4. In the event that DND's contracting agent determines that the documentation and schedule is adequate to confirm that the bidder can meet the criteria set forth in Subsections 8.1.1 (a) to (c), the contracting agent, acting in good faith, shall approve the CIPP and may award the Contract to the company. In all other events DND's contracting agent shall either:

- a) withdraw the letter of intent; or

- b) request a review by the Steering Committee.
- 8.3.6 DND's contracting agent shall provide the Steering Committee with a copy of the approved CIPP within fifteen (15) days of contract award. DND's contracting agent shall not release commercial confidential information to the Steering Committee without written permission from the Contractor.
- 8.3.7 In the event that DND's contracting agent requests a review of a contract award under Section 8.3.1, 8.3.3 or 8.3.5, the Steering Committee shall meet to determine whether the company has made best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c), and, whether fault for any failure to do so cannot reasonably be placed on that company. The determination of best efforts shall take into account, without limitation:
- a) the specific activities of the firm to achieve the elements contained in its preliminary CIPP; and
  - b) adherence by the firm with the requirements of Section 9.0.
- 8.3.8 In the event that the Steering Committee fails, within 3 weeks of a matter being referred to it under Section 8.3.1, 8.3.3 or 8.3.5, to agree on whether the company has made best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c), the Steering Committee shall refer the matter for decision under the Expedited Arbitration provisions in Section 14.0.
- 8.3.9 In the event that the Steering Committee, or arbitrator appointed under Section 14.0, determines that the company failed to make best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c) and that fault for the failure can reasonably be placed on the company, DND's contracting agent shall withdraw the letter of intent to award the contract.
- 8.3.10 In the event that the Steering Committee, or arbitrator appointed under Section 14.0, determines that the company has made best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c) and that fault cannot reasonably be placed on the company for its failure, the MICC shall be adjusted at the discretion of the Steering Committee or arbitrator in order to allow for the awarding of the contract.
- 8.3.11 The specific contracting process to be utilized in issuing contracts for monitoring of Sites will be determined by the Steering Committee prior to the preparation of any future contract documents for monitoring of Sites.

## **9.0 SELECTION PROCESS FOR INUIT SUBCONTRACTORS**

### **9.1 Inuit Firm Registry**

9.1.1 NTI shall provide to DND the most current Inuit Firm Registry ("the Registry"). The Registry shall contain a brief description of the equipment, goods or services provided by each Inuit firm, the firm's experience, address and contact name.

9.1.2 The Registry shall be included in all contract solicitation documents.

### **9.2 Bid Invitations for Subcontracts**

9.2.1 DND's contracting agent shall require Contractors who have a letter of intent or who have been awarded the contract, or any Subcontractors, in subcontracting work on a Site clean-up, to invite Inuit firms listed in the Registry that may be capable of performing the proposed subcontracting work, to bid on the proposed subcontracting work.

9.2.2 DND and its contracting agent and Contractors shall be held blameless if Inuit firms that do not appear in the Registry are not solicited under Section 9.2.1.

9.2.3 Nothing in Section 9.2.1 shall prevent a Contractor or Subcontractor from seeking bids from firms not listed in the Registry.

9.2.4 All contract documents issued by DND's contracting agent shall require Contractors and Subcontractors, in subcontracting work on a Site clean-up, to:

- a) include in bid invitations only employment and skills requirements that are essential to the Site clean-up;
- b) provide Inuit firms with a minimum of 15 days to respond to a bid invitation, but that in no event shall an Inuit firm have less time to respond than firms not listed in the Registry; and
- c) enter into a contract with an Inuit firm if that Inuit firm's bid meets the Contractor's or Subcontractor's requirements, including such criteria as technical compliance and price, if the Contractor or Subcontractor enters into a subcontract for the Work.

9.2.5 All contract documents issued by DND's contracting agent shall require Contractors and Subcontractors, in subcontracting Work on a Site clean-up, to take the following steps in the event that they reject a bid from an Inuit firm on grounds that it contains minor variances which cause it to be considered not technically compliant or not competitive:

- a) provide the Inuit firm that submitted the bid with a written statement of the variances and the grounds for rejection;
  - b) provide the Inuit firm that submitted the bid the opportunity to revise its bid to address the stated variances and submit another bid within 7 calendar days of the date on which it was notified that the bid was rejected; and
  - c) enter into a subcontract with the Inuit firm if the new bid meets the Contractor's or Subcontractor's requirements and is less than or equal to the lowest priced bid from non Inuit firms which meet the Contractor's or Subcontractor's requirements; otherwise the contract may be awarded to a firm not listed in the Registry.
- 9.2.6 DND's contracting agent shall, where a bid has been rejected under Section 9.2.5, require the Contractor or Subcontractor, upon receiving a request in writing, to provide the Inuit firm within thirty (30) calendar days with written reasons why the bid was rejected. Subject to the approval of the Inuit firm, a copy of the reasons shall also be provided to NTI.

## **10.0 TRAINING**

- 10.1 DND shall provide NTI with \$50,000 per Site to assist in meeting the overall objective of achieving a representative level of Inuit employment on DEW Line Site clean-ups through the training of Inuit for clean-up related jobs, for a total of \$750,000 for all Sites in Nunavut.
- 10.2 DND and NTI agree to work jointly to identify additional funding sources for training activities envisioned in Section 10.1.
- 10.3 Of the \$750,000 DND has agreed to provide under Section 10.1, NTI acknowledges that DND has already provided \$100,000 in connection with the clean-up of the FOX 4 and CAM M Sites. Of the \$650,000 remaining, DND shall make an initial payment of \$75,000 to NTI as soon as practical after the signing of this Agreement to fund the development of a comprehensive training plan, schedule and budget.
- 10.4 The cost of any training positions identified in the plan developed by NTI for on-the-job training at a Site shall be funded from sources other than DND's budget for the Site Clean-up Contract. Cost for such training shall also include administrative costs that may be borne as result of the presence of trainees.
- 10.5 The training plan, which shall be completed within one year after receipt of funding for the plan, shall set out a schedule for further payments to NTI from DND up to the full amount of \$650,000.

- 10.6 Subject to DND's agreement to the schedule which may be based on reasonable budget considerations, DND shall make payments to NTI in accordance with the schedule completed under Section 10.5. NTI shall provide DND with an updated training plan and budget, outlining the proposed use of funds, prior to each payment.
- 10.7 The training plan referred to in Section 10.3 shall incorporate both common and site specific elements. The training plan shall include, without limitation, the following elements:
- a) an analysis of skills and knowledge requirements for all positions;
  - b) learning objectives derived from the skills analysis identified in Subsection (a);
  - c) identification of training resources, including existing and required training programs;
  - d) development of a detailed plan and schedule for design, delivery and evaluation of orientation and training courses necessary to achieve representative levels of Inuit employment; and
  - e) development of milestones and performance indicators that will be considered in setting MIEC and MICC under Sections 5.8 and 6.8.

## **11.0 REPORTING**

- 11.1 DND shall provide to NTI, by December 1 of each year that this Agreement is in effect, a report covering annual and cumulative results by type and level of employment, for each Site clean-up, including:
- a) the total number of person days worked by all employees by Representative Occupational Grouping;
  - b) the total number of person days worked by Inuit, by Representative Occupational Grouping;
  - c) the percentage of total person days worked by Inuit, by Representative Occupational Grouping; and
  - d) a list of all contracts for goods, services and labour awarded to Inuit firms and to non-Inuit firms during the year and the dollar value of each of those contracts.
- 11.2 NTI shall provide DND with a report, by December 1 of each year that this Agreement is in effect, outlining the progress of the training program, the number of Inuit trained as well as the success rate of the program, including:
- a) a list of training programs provided under the NTI training plan;



- b) the number of hours of training received by Inuit in these programs;
  - b) the percentage of Inuit who successfully completed the training; and
  - c) the number of graduates who were subsequently hired by Contractors and Subcontractors.
- 11.3 DND shall include as a term in all Clean-up Contracts between DND and the Contractor a requirement for the Contractor to submit monthly reports on the Contractor's compliance with the final CIPP or the revised CIPP. DND shall advise NTI within five (5) business days of any deviations below the currently approved CIPP. Either Party may request a meeting of the Steering Committee following such a report. Where DND advises NTI of such a deviation below the CIPP in any two consecutive months, a meeting of the Steering Committee is required to be held pursuant to Section 12.2.

## **12.0 ENFORCEMENT**

- 12.1 Where, during a Site clean-up, deviation from the approved CIPP or from the CIPP as amended pursuant to Section 7.6 indicate that the MIEC or MICC may not be achieved by the Contractor over the remainder of the Site clean-up, DND or its contracting agent shall advise the Steering Committee within ten (10) working days.
- 12.2 The Steering Committee, within one week of receiving notice under Section 12.1, shall convene to make a determination as to whether the Contractor is using its best efforts to comply with the MIEC or MICC. The Contractor shall then be required to demonstrate to the satisfaction of the Steering Committee that it has made best efforts to comply with the MIEC or MICC, and that fault for the failure to comply with the MIEC or MICC cannot reasonably be placed on the Contractor.
- 12.3 Where the Steering Committee does not make the determination required under Section 12.2 within 3 weeks, either Party may refer the matter to arbitration under the Expedited Arbitration provisions in Section 14.0.
- 12.4 Where the Steering Committee in a determination made under Section 12.2, or arbitrator to which a matter is referred under Section 12.3, determines that the Contractor failed to make best efforts to comply with the MIEC or MICC, and that fault can reasonably be placed on the Contractor for this failure, the Steering Committee shall so advise DND's contracting agent of their determination or of that of the arbitrator. The Steering Committee or arbitrator may make recommendations on remedial measures to be applied, and DND's contracting agent may, after considering any recommendations by the Steering Committee or arbitrator, apply remedial measures at its sole discretion. DND's contracting agent shall report to the Steering Committee as

soon as practicable on the results of the remedial measures applied. Remedial measures shall, to the extent possible, be designed to correct the Contractor's failure to achieve the MICC and/or MIEC, and to provide a disincentive for future failures. DND's contracting agent shall consider the following measures and inform NTI of the actions taken. Measures may include:

- a) requiring the Contractor to undertake additional measures to achieve the MIEC or MICC;
- b) providing the Contractor with information about specific Inuit or Inuit firms who are known to be available and qualified for employment by the Contractor, and advising the Contractor that further enforcement steps may be taken if the MIEC or MICC are not met;
- c) withholding progress payments;
- d) issuing a stop work order;
- e) charging the Contractor for damages related to a stop work order; or
- f) terminating the contract.

12.5 Where the Steering Committee, or arbitrator appointed under Section 14.0 determines that the Contractor made best efforts to achieve the MIEC and MICC through its currently approved CIPP, and that fault cannot reasonably be placed on the Contractor for failing to meet the MIEC or MICC, the Steering Committee, or arbitrator, shall adjust the MIEC or MICC.

12.6 Following an adjustment to the MIEC or MICC under Section 12.5, DND's contracting agent shall thereafter continue to monitor and report on the Contractor's performance as provided for in Section 11.3.

## **13.0 ARBITRATION**

13.1 If DND and NTI disagree on any question of fact or mixed question of law and fact related to the interpretation, implementation or operation of this Agreement, with the exception of any matter within the jurisdiction of the Arbitration Board under the NLCA and of any matter related to provisions of this Agreement mentioned in Section 14.1, either Party may by written demand refer the dispute to arbitration in accordance with the following provisions.

13.2 An Arbitration Panel consisting of a single arbitrator whom both Parties agree is qualified to arbitrate the question in dispute will render a decision on the dispute. If DND and NTI cannot agree on a single arbitrator then a decision will be rendered by an Arbitration Panel consisting of three similarly qualified arbitrators, one of whom shall be chosen by NTI, one by DND and the third



by the two so chosen, which third arbitrator shall be the chairperson. If within fifteen days of having received a written demand, or such extended time as the Parties agree, a Party fails to either agree to a single arbitrator or to appoint an arbitrator, or if the two arbitrators appointed by the Parties do not agree upon the third arbitrator, then upon written application by either Party such third arbitrator shall be appointed by the superior court having jurisdiction in the NSA.

- 13.3 The arbitration proceedings shall be held within thirty days following the appointment of the Arbitration Panel in a location agreed upon by the Parties or, if the Parties are unable to agree, as determined by the Arbitration Panel. The timing for the panel hearing may be extended by mutual consent of the Parties, not unreasonably being withheld.
- 13.4 The Arbitration Panel shall have jurisdiction to determine all questions of fact or questions of mixed law and fact and to make an award, including interim relief, payment of interest, and costs. If an Arbitration Panel makes no decision as to costs, each Party shall bear its own costs and an equal share of the other costs of the arbitration, including the remuneration and expenses of the Arbitration Panel.
- 13.5 The Arbitration Panel shall render a decision, in writing, within thirty days of the completion of the arbitration hearing and state the reasons on which it is based. The decision is final and binding and is not subject to appeal. Pursuant to Section 17(3)(b) of the *Federal Court Act*, the Parties agree that the Federal Court Trial Division shall have jurisdiction to review the decision of an Arbitration Panel on any grounds set out in Section 18.1(4) of the *Federal Court Act*.
- 13.6 Where a Party to an arbitration fails to comply with any of the terms of the decision of the Arbitration Panel, any Party to the arbitration may file in the office of the Registrar of the superior court having jurisdiction in the NSA, a copy of the decision in the prescribed form, whereupon the decision shall be entered in the same way as a judgement or order of that court, and is enforceable as such.
- 13.7 The Arbitration Panel may, on application, allow anyone to participate in an arbitration as an intervenor, if in the Arbitration Panel's opinion the interest of that person may be directly affected by the arbitration, and on such terms as the Arbitration Panel in its discretion may order.
- 13.8 Unless the Parties otherwise agree, the proceedings and Board's decision shall be made public.

## 14.0 EXPEDITED ARBITRATION

- 14.1 The Parties agree that any matter referred to expedited arbitration pursuant to Sections 5.10, 6.10, 8.3.8 or 12.3 of this Agreement shall be referred to a single arbitrator, chosen from the list of arbitrators in Annex C of this Agreement, who shall make a determination on those specific issues, pursuant to the provisions of the Commercial Arbitration Act (Canada) and Sections 14.1 to 14.12 of this Agreement and for that purpose, this Agreement constitutes an "Arbitration agreement" under the Commercial Arbitration Code set out in the Schedule to the Commercial Arbitration Act (Canada).
- 14.2 Should new or additional arbitrators be required, they should have, to the extent possible, qualifications in one or more of the following areas:
- a) experience in arbitrations dealing with construction or commercial projects;
  - b) experience in arbitrations involving the North;
  - c) experience in arbitration dealing with environmental issues.
- 14.3 No arbitrator chosen shall have a personal or commercial interest in the outcome of the arbitration.
- 14.4 Wherever practical, DND and NTI shall appoint the same arbitrator in the event there is more than one referral to Expedited Arbitration for the same Site clean-up.
- 14.5 The Parties shall jointly appoint an arbitrator from the list of arbitrators contained in Annex C to this agreement within three (3) days of one Party giving the other Party written notice of its intention to refer a matter to expedited arbitration. Where the Parties do not appoint an arbitrator within three days, the arbitrator shall be the person whose name appears first on the list of arbitrators in Annex C. If that person should be unable to serve as arbitrator, then the arbitrator shall be the person whose name appears next on the list, and so on, until the name of a person who is able to serve as arbitrator is reached.
- 14.6 The arbitration proceedings shall be held within two weeks of the appointment of an arbitrator. The arbitration proceedings shall be in a location agreed upon by the Parties, or if the Parties are unable to agree, as determined by the arbitrator. The timing for the hearing may be extended only by the mutual consent of the Parties, acting reasonably.
- 14.7 The arbitrator shall have all of the powers granted under the Commercial Arbitration Act (Canada) to conduct the arbitration, may compel the

attendance of the Parties and any required witnesses and the tendering of any documents or things and dispose of any further matters that arise out of the arbitration decision (if raised by the Parties within five (5) days of the completion of the arbitrator's written decision).

14.8 With respect to any such arbitration:

- a) each Party shall bear its own costs and an equal share of the other costs of the arbitration, including remuneration and expenses of the arbitrator;
- b) the arbitrator shall have jurisdiction to determine all questions of fact, law, and questions of mixed fact and law and make a determination;
- c) all witnesses called to give evidence at the hearing shall be sworn under oath and shall be subject to such examination as the arbitrator determines to be appropriate, and there shall be a court reporter and a formal record of the hearing.

14.9 The arbitrator shall, on application, allow a Contractor or a Subcontractor directly affected by a decision requested of the arbitrator to participate in the expedited arbitration as an intervenor, on such terms as the arbitrator in his or her discretion may order.

14.10 The arbitrator shall render a decision in writing and provide such decision to the Steering Committee within one week of the conclusion of the hearing. The decision shall state the reasons on which it is based. The decision is final and binding, and is not subject to appeal.

14.11 Where a Party to the arbitration fails to comply with any of the terms of the decision of the arbitrator, any Party to the arbitration may file in the office of the Registrar of the Nunavut Court of Justice, a copy of the decision in the prescribed form, whereupon the decision shall be entered in the same way as a judgment or order of the court, and is enforceable as such.

14.12 Unless the Parties otherwise agree, the proceedings and arbitrator's decision shall be made public.

## 15.0 ENTIRE AGREEMENT

This Agreement and the Annexes hereto shall constitute the entire and sole agreement between the Parties and shall supersede all other communications, negotiations, arrangements and agreements of any nature among them in relation to this Agreement prior to the date of the Agreement.

## **16.0 SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of this Agreement.

## **17.0 ENUREMENT**

This Agreement shall enure to the benefit of and be binding upon each of the Parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

## **18.0 APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the applicable laws of Canada and Nunavut.

## **19.0 TIME IS OF THE ESSENCE**

The Parties acknowledge that time is of the essence of this Agreement.

## **20.0 PARLIAMENTARY APPROPRIATION**

The implementation of the Agreement is subject to there being an appropriation for the contracts for the fiscal year in which any commitment would come in course of payment.

## **21.0 HOUSE OF COMMONS**

No member of the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit arising thereof.

## **22.0 AMENDMENTS**

- 22.1 If either Party wishes to make changes to this Agreement, it shall provide notice of proposed changes in writing to the other Party. Amendments must be agreed upon by both Parties. Any agreed-upon amendments will be executed and attached as an appendix to this Agreement.
- 22.2 DND and NTI agree to consider amendments in an expeditious manner, particularly where the proposed amendments directly affect the conduct of a Site clean-up that is in progress or one which is scheduled to commence in the near term.

## **23.0 NOTICES**

- 23.1 Where any Party is obliged or entitled to give any notice, request, approval, demand, consent, direction or other communication (i.e. Notice) to the other Party, such Party shall first communicate the substance thereof personally or by telephone. However, such Notice shall not be sufficiently given until sent in writing to the addressees at the address below. Any Notice may be personally delivered or sent by registered mail or telefacsimile and will be effective upon receipt by the addressee.

- 23.2 Notices to DND will be sent to:

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

- 23.3 Notices to NTI will be sent to:

1<sup>st</sup> Vice President  
Nunavut Tunngavik Incorporated  
Box 1041  
Cambridge Bay  
Nunavut  
X0E 0C0

## **24.0 OFFICIAL LANGUAGES**

- 24.1 The official languages of this Agreement shall be English and Inuktitut. In the case of incompatibility between the two texts, the text of the English version shall prevail.

## **25.0 TERMINATION OF THE AGREEMENT**

- 25.1 This Agreement will terminate on the later of December 31<sup>st</sup>, 2008 or when the Clean-Up Work as set out in this Agreement for the Sites listed in Section 3.1 is completed or on such a date agreed to by the Parties in accordance with Section 22.3 of this Agreement.



IN WITNESS HEREOF, the Parties have executed this Agreement.

  
**Nunavut Tunngavik  
Incorporated**

**Department of National Defence**

\_\_\_\_\_  
Acting President

\_\_\_\_\_  
Minister of National Defence

\_\_\_\_\_

\_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2001



## **ANNEXES TO THE AGREEMENT**

## ANNEX A: REPORTS

### A.1 Format for DND Work Force Estimate (Section 5.6)

Site:

Region:

Occupational Group	Projected Manpower Requirements							
	Year 1		Year 2		Year 3		Overall	
	Positions	Persondays	Positions	Persondays	Positions	Persondays	Positions	Persondays
Project Manager/General Superintendent (Off-site)								
Site Superintendent								
Site Clerk								
Expediter (Off-Site)								
Surveyor								
Surveyor's Assistant								
Service Truck Driver								
Camp Setup Carpenter/ Electrician/Plumber								
Foreman								
Heavy Equipment Operator								
Heavy Equipment Mechanic								
Truck Driver								
Labourer/Scaleperson/Cutter								
Asbestos Labourer								
Hazardous Material Handler								
Cook/Cook's Helper								
Bear Monitor								
Nurse/First Aid								
Other								
Other								
Total:								

Note: The specific Representative Occupational Groupings included in this form may be changed, under Section 5.12, by mutual consent of the Contracting Working Group to reflect variations among Sites. DND's work force estimate may include additional categories of work not listed, as required.

## A.2 Format for NTI Inuit Labour Projection (Section 5.7)

Site: \_\_\_\_\_  
Region: \_\_\_\_\_

Positions Identified	Projected Manpower Requirements (person days)					Projected Inuit Employment (person days)				
	Year 1	Year 2	Year 3	Overall	Year 1	Year 2	Year 3	Overall		
	Pos.	Person Days	Pos.	Person Days	Pos.	Person Days	Pos.	Person Days		
Project Management										
Site Superintendent										
Site Clerk										
Expediter										
Surveyor										
Surveyor's Assistant										
Service Truck Driver										
Camp Setup										
Carpenter/Electrician/ Plumber										
Foreman										
Heavy Equipment Operator										
Heavy Equipment Mechanic										
Truck Driver										
Labourer/Scaleperson/Cutler										
Asbestos Labourer										
Hazardous Material Handler										
Cook/Cook's Helper										
Bear Monitor										
Nurse/First Aid										
Other										
Other										
Total Positions										
Projected Inuit Employment										

Note: The specific Representative Occupational Groupings included in this form may be changed, under Section 5.12, by mutual consent of the Contracting Working Group to reflect variations among Sites.

### A.3 DND: Analysis of Contracting Opportunities (Section 6.5)

Site:	
Region:	
Description	% of Total Contract Value
1 Marine Transportation	
2 Commercial Airlines	
3 Local Aircraft Charter	
4 Catering	
5 Small Tools	
6 Camp Supply	
7 Bonds & Insurance	
8 Office Supplies	
9 Communications Equipment	
10 Bear Monitor	
11 Geotextile - Supply & Install	
12 Geomembrane - Supply & Install	
13 Drilling for Instrumentation	
14 Instrumentation	
15 Public Consultation/Translation	
16 Excavate Hazardous/Contaminated Soil	
17 Landfarming	
18 Gravel - Excavate & Place	
19 Excavation	
20 Demolition & Debris	
21 Landfill Excavation	
22 Asbestos Abatement	
23 Project Management and Overhead	
24 Other	
<b>Total</b>	<b>100%</b>

Note: The specific Contracting Opportunities included in this form may be changed, under Section 6.12, by mutual consent of the Contracting Working Group to reflect variations among Sites. DND's analysis of contracting opportunities may include other contracting opportunities not listed, as required.

## ANNEX B: EDUCATION AND SKILLS PROFILES

Position	Essential Qualifications
Superintendent/Construction Manager	3-5 years directly related project management experience, and substantial (minimum 10 years) construction supervision experience, normally combined with trade certification in one or more relevant trades and/or relevant post-secondary education
Clerk	Previous clerical experience
Expediter	2-3 years experience as expediter for a northern construction company, ideally combined with 2-3 years trade experience in an applicable construction trade
Surveyor Technologists	2-3 year college program and trade certification
Surveying Assistants	Some related training and/or experience
Service Truck Driver	On-the-job training Driver's license appropriate to class of vehicle
Foreman	3 years supervising similar construction activities
Electrician	Trade certification
Carpenter	Trade certification or 3-5 years on the job experience
Welder	Trade certification
Plumber	Trade certification
Heavy Equipment Operator	5 week certification program Valid driver's license
Heavy Equipment Mechanic	Trade certification or 5 years experience
Small Equipment Mechanic	Trade certification or 3-5 years experience
Truck Driver	Valid driver's license Approved medical certificate 3-4 weeks training
Labourer	On-the-job training; physically fit for the proposed work
Asbestos Labourer	12 hours classroom instruction 12 hours practical instruction
Asbestos Foreman	18 hour training course (following minimum of 2 years of experience as asbestos labourer) Certificate from Occupational Health and Safety



Position	Essential Qualifications
Hazardous Materials Handler	5 years + TDG certification through employer
Cooks	Trade certification or 2 years experience
Cooks Helper	Some related experience
First Aid	Training in appropriate first aid courses
Bear Monitor	Experienced polar bear hunter

**Note:** This list of qualifications is for the use of the Contracting Working Group in establishing the MIEC. This list is not intended for any other use by any third party for any purpose, and DND and NTI are not liable for any use of this list by any third party. Bidders or Contractors are required to establish their own criteria for hiring project staff.

## **ANNEX C: LIST OF ARBITRATORS**

Honourable Roger P. Kerans

Roger F. X. Marentette

Daniel Ish Q.C.

Harvey J. Kirsh

Honourable Lorne O. Clarke

Paul-Emile Chiasson

## **ANNEX D BUSINESS ENVIRONMENT STATEMENT**

The following language shall be included in all Solicitations of Interest prepared and distributed by DND's contracting agent, as described in Section 8.2 of this Agreement:

One of the principal objectives of The Nunavut Land Claims Agreement is to provide Inuit with means of participating in economic opportunities through government contracting. Article 24 of the NLCA ("Government Contracting") provides full details of the Government of Canada's obligations to fulfill this objective. In the case of DEW Line Clean Up for which the Department of National Defence (DND) has responsibility, NTI and the Government of Canada, as represented by DND, have entered into an Agreement (see Annex XX of the SOI).

The principal mechanism to which NTI and DND have agreed for provision of economic benefit for Inuit is the use of a Minimum Inuit Employment Content (MIEC) and a Minimum Inuit Content for Contracting (MICC). Companies that are invited to submit tenders for the work following this SOI will be informed of the site specific MIEC and MICC. These levels will be set within the following ranges – MIEC (65-85%); MICC (60-75%). Contractors will be required to achieve the MIEC and MICC in the contract, and DND's contracting agent will monitor levels of MIEC and MICC based on a monthly plan submitted by the Contractor.

In the case of the MIEC the Inuit workforce must be made up of Inuit enrolled under the NLCA. Contractors must understand that they may need to recruit a workforce from a number of communities in Nunavut, and that a significant number of the workers have Inuktitut as their first language. DND's contracting agent will provide bidders with a list of Inuit who have indicated their interest in employment in Site clean-ups, including information regarding their work experience and qualifications. This list will be prepared by NTI approximately six months prior to the commencement of the clean-up of a given Site.

In the case of the MICC, Inuit firms used as Subcontractors must be drawn from the Inuit Firm Registry maintained by NTI.