

**ANNEX B**

**SI7 Nunavut Land Claims Agreement (1993)**

The requirements of the **Nunavut Land Claims Agreement (NLCA)** will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Canada.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

**Contractor Selection**

Any contract resulting from this solicitation will be awarded to the highest ranked responsive bidder. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Nunavut Settlement Area Bid Criteria.

**Opportunities and Considerations**

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Nunavut Representations" will allow for up to a maximum of 7% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	TOTAL AVAILABLE POINTS
1. (a) The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area	2 Points
2 (a) The employment of Inuit labor that are Inuit or Inuit firms in carrying out the <b>professional services</b> , that are participants in the Nunavut Settlement Area	1 Point
2. (b) The use of suppliers or Inuit firms while carrying out the contract in the Nunavut Territory. (eg: food and lodging)  \$ _____	4 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>7 Points</b>

For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Canada; and

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Canada.

"deliveries to" means "goods delivered to, and services performed in".

For more information on the contents of these lists, please contact:

Nunavut Tunngavik Incorporated      Telephone #: (867) 645-3199  
P.O. Box 280      Facsimile #: (867) 645-3452  
Rankin Inlet, N.W.T. X0C 0G0

### **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavut Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

Canada reserves the right to verify any information provided in the "Nunavut Representations" and that untrue statements may result in the tender being declared non-responsive.

### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) Canada relies upon the "Nunavut Representations" to evaluate bids; and
- b) the "Nunavut Representations" shall become covenants under any contract(s) resulting from this solicitation.

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## SC2 NLCA Liquidated Damages

1. The contractor acknowledges that:
  - 1.1 the Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Canada (the "Agreement"); and
  - 1.2 pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.2.1 The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
    - 1.2.2 The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.
    - 1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.
2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (*To be completed at time of contract award*):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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- |       |  |
|-------|--|
| .1 a) |  |
| .2 a) |  |
| b)    |  |

3. The contractor acknowledges that the "Nunavut Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Canada may have, if at any time during the contract, the Contractor breaches any or all of the "Nunavut Representations", Canada shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Canada. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
  - 5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

**ANNEX C**

**SI7 SAHTU DENE AND METIS COMPREHENSIVE LAND CLAIM AGREEMENT (1994)**

In compliance with the requirements of Chapter 12 - Economic Measures, of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, the following conditions shall apply in the award of any Contract resulting from this solicitation:

**Contractor Selection**

Any contract resulting from this solicitation will be awarded to the highest ranked responsive bidder. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

**Opportunities and Considerations**

For the portion of the work specifically undertaken in the Sahtu settlement area, bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Sahtu Representations" will allow for up to a maximum of 1% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	TOTAL AVAILABLE POINTS
2. (b) The use of suppliers or Sahtu Dene and Metis firms while carrying out the contract in the Sahtu Settlement area. (eg: food and lodging)  \$ _____	1 Point
<b>TOTAL POSSIBLE POINTS</b>	1 Point

For purposes of interpretation:

"Participant" is as defined in Chapter 2 (Definitions) of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

"Sahtu settlement area" comprises the area within the Northwest Territories as described in Appendix A of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

"Sahtu Dene and Metis firms" means an entity which complies with the legal requirements to carry on a business in the area and which is a limited company with at least 51 % of the company's voting shares beneficially owned by participants, or is a cooperative controlled by participants, or is a participants' sole proprietorship or partnership.

"deliveries to" means "goods delivered to, and services performed in".

## **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Sahtu Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

Canada reserves the right to verify any information provided in the "Sahtu Representations" and that untrue statements may result in the tender being declared non-responsive.

## **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) Canada relies upon the "Sahtu Representations" to evaluate bids; and
- b) the "Sahtu Representations" shall become covenants under any contract(s) resulting from this solicitation.

## SC2 Liquidated Damages

1. The contractor acknowledges that:
  - 1.1 the Request for Proposal (RFP) and this Contract fall within the ambit of the Sahtu Dene and Metis Comprehensive Land Claim Agreement (the "Sahtu Agreement") and Canada; and
  - 1.2 pursuant to the Sahtu Agreement, the bid criteria included in the RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.2.1 the existence or creation of head offices, administrative offices or other facilities in the Sahtu settlement area;
    - 1.2.2 the employment of participants labour, engagement of participants professional services, or use of suppliers that are participants or Sahtu Dene and Metis firms in carrying out the contract;
    - 1.2.3 the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for the participants.
2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Sahtu Representations") as contemplated in paragraph 1 above (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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  - 2.2 b)
3. The contractor acknowledges that the "Sahtu Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 that each Sahtu Representation represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Canada may have, if at any time during the contract, the Contractor breaches any or all of the "Sahtu Representations", Canada shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Sahtu Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Canada. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
  - 5.2 the Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

**S17 Comprehensive Land Claims Agreements – IFA and GCLCA**

**ANNEX D**

- .1 The following 2 Comprehensive Land Claims Agreements apply to this procurement as detailed below:
  - a) Inuvialuit Final Agreement: for deliveries\* to Inuvik in the Northwest Territories (NT)
  - b) Gwich'in Comprehensive Land Claim Agreement: for deliveries\* to Inuvik in the Northwest Territories (NT)
- .2 The total maximum assessed points for benefits under the Inuvialuit Settlement Area Bid Criteria and Gwich'in Settlement Area Bid Criteria will not exceed 4 points.
- .3 In this requirement the "Representations" will allow for up to a maximum of 4% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the Inuvialuit Settlement Region Bid Criteria, and the Gwich'in Settlement Region Bid Criteria. This provides for socioeconomic benefits in the regions.
- .4 Assessed points for socioeconomic benefits will be only allocated for responsive submissions.

**S17 a) Inuvialuit Final Agreement (1984)**

In compliance with the requirements of Section 16 - Economic Measures, of the Inuvialuit Final Agreement (IFA), the following conditions shall apply in the award of any Contract resulting from this solicitation:

**Contractor Selection**

Any contract resulting from this solicitation will be awarded to the highest ranked responsive bidder. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Inuvialuit Settlement Region Bid Criteria.

**Opportunities and Considerations**

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Inuvialuit Representations" will allow for up to a maximum of .5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	AVAILABLE POINTS
2. (b) The use of suppliers or Inuvialuit firms while carrying out the contract in the Inuvialuit Settlement area. (eg: food and lodging)  \$ _____	.5 Point
<b>TOTAL POSSIBLE POINTS</b>	<b>.5 Point</b>

For purposes of interpretation:

"Inuvialuit firm" shall be a firm, the name of which appears on the most current list of firms created in accordance with the requirements of the Agreement Between The Inuvialuit of the Inuvialuit Settlement Region and Canada; and

"Inuvialuit" means those people known as Inuvialuit, Inuit or Eskimo who are beneficiaries under this Agreement by reason of the settlement of their claim to traditional use and occupancy of the land in the Inuvialuit Settlement Region.

\* "deliveries to" means "goods delivered to, and services performed in".

For more information on the contents of these lists, please contact:

Inuvialuit Development Corporation  
P.O. Bag # 7  
Inuvik, NT X0E 0T0  
Telephone: 867-777-2419  
Facsimile: 867-777-3256

Inuvialuit Regional Corporation  
P.O. Box 2120  
Inuvik, NT X0E 0T0  
Telephone: 867-777-2737  
Facsimile: 867-777-2135

### **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Inuvialuit Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

Canada reserves the right to verify any information provided in the "Inuvialuit Representations" and that untrue statements may result in the tender being declared non-responsive.

### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) Canada relies upon the "Inuvialuit Representations" to evaluate bids; and
- b) the "Inuvialuit Representations" shall become covenants under any contract(s) resulting from this solicitation.



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**SI7 b) Gwich'in Comprehensive Land Claim Agreement (1992)**

In compliance with the requirements of Chapter 10 - Economic Measures, of the Gwich'in Comprehensive Land Claim Agreement (GCLCA), the following conditions shall apply in the award of any Contract resulting from this solicitation:

**Contractor Selection**

Any contract resulting from this solicitation will be awarded to the highest ranked responsive bidder. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Gwich'in Settlement Area Bid Criteria.

**Opportunities and Considerations**

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Gwich'in Representations" will allow for up to a maximum of .5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	AVAILABLE POINTS
2. (b) The use of suppliers or Gwich'in firms while carrying out the contract in the Gwich'in Settlement area. (eg: food and lodging)  \$ _____	.5 Point
<b>TOTAL POSSIBLE POINTS</b>	<b>.5 Point</b>

For purposes of interpretation:

"Gwich'in" means a person of Gwich'in ancestry, participant and Gwich'in organizations designated pursuant to chapter 7, as the context requires; and "participant" means a person who is enrolled in the Enrolment Register pursuant to chapter 4;

\* "designated Gwich'in organization" means a Gwich'in organization designated pursuant to chapter 7;

"deliveries to" means "goods delivered to, and services performed in".

For more information on the contents of these lists, please contact:

Gwich'in Tribal Council  
P.O. Box 1509  
Inuvik, NT X0E 0T0  
Telephone: 867-777-7900  
Facsimile: 867-777-7919

### **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Gwich'in Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

Canada reserves the right to verify any information provided in the "Gwich'in Representations" and that untrue statements may result in the tender being declared non-responsive.

### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) Canada relies upon the "Gwich'in Representations" to evaluate bids; and
- b) the "Gwich'in Representations" shall become covenants under any contract(s) resulting from this solicitation.

## SC2 a) Liquidated Damages - IFA

### 1. The contractor acknowledges that:

1.1 the Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuvialuit of the Inuvialuit Settlement Area and Canada (the "Agreement"); and

1.2 pursuant to Section 16. of the "Agreement", the bid criteria included in the RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 The undertaking of commitments, under the contract, with respect to on-the-job training opportunities or skills development for Inuvialuit;

1.2.2 The employment of Inuvialuit labor, engagement of Inuvialuit professional services; and

1.2.3 The undertaking of local Inuvialuit businesses or firms in carrying out sub-contracting.

### 2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Inuvialuit Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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2.b)

### 3. The contractor acknowledges that the "Inuvialuit Representations":

3.1 are covenants under this contract; and

3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

### 4. Without prejudice to any other legal or equitable rights Canada may have, if at any time during the contract, the Contractor breaches any or all of the "Inuvialuit Representations", Canada shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Inuvialuit Representation" in paragraph 3.2.

### 5. The Contractor further acknowledges that:

5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Canada. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

## **SC2 b) Liquidated Damages - GCLCA**

### 1. The contractor acknowledges that:

1.1 the Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Gwich'in of the Gwich'in Settlement Area and Canada (the "Agreement"); and

1.2 pursuant to Chapter 10 of the "Agreement", the bid criteria included in the RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Gwich'in;

1.2.2 The employment of Gwich'in labor, engagement of Gwich'in professional services; and

1.2.3 The use of suppliers that are Gwich'in or Gwich'in firms in carrying out the contract.

### 2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Gwich'in Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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2.b)

### 3. The contractor acknowledges that the "Gwich'in Representations":

3.1 are covenants under this contract; and

3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

### 4. Without prejudice to any other legal or equitable rights Canada may have, if at any time during the contract, the Contractor breaches any or all of the "Gwich'in Representations", Canada shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Gwich'in Representation" in paragraph 3.2.

### 5. The Contractor further acknowledges that:

5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Canada. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

**ANNEX E**

**SI7 James Bay and Northern Quebec Agreement (1990)**

The requirements of the James Bay and Northern Quebec Agreement (JBNQA) will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 29 of The Agreement Between the James Bay and Northern Quebec Area and Canada.

In compliance with the requirements of Article 29 - Inuit Economic and Social Development, of the Agreement Between The Inuit of the James Bay and Northern Quebec Area and Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

**Contractor Selection**

Any contract resulting from this solicitation will be awarded to the highest ranked responsive bidder. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the James Bay and Northern Quebec Agreement Settlement Area Bid Criteria.

**Opportunities and Considerations**

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "James Bay and Northern Quebec Representations" will allow for up to a maximum of 1% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	TOTAL AVAILABLE POINTS
2. (b) The use of suppliers or Inuit firms while carrying out the contract in the JBNQ area. (eg: food and lodging)  \$ _____	1 Point
<b>TOTAL POSSIBLE POINTS</b>	<b>1 Point</b>

For purposes of interpretation:

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

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

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

“deliveries to” means “goods delivered to, and services performed in”.

For more information on the contents of these lists, please contact:

Makivik Corporation Telephone #: 819-964-2925  
P.O. Box 179 Facsimile #: 819-964-0458  
Kuujuaq, QC J0M 1C0

### **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "James Bay and Northern Quebec Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

Canada reserves the right to verify any information provided in the "James Bay and Northern Quebec Representations" and that untrue statements may result in the tender being declared non-responsive.

### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) Canada relies upon the "James Bay and Northern Quebec Representations" to evaluate bids; and
- b) the "James Bay and Northern Quebec Representations" shall become covenants under any contract(s) resulting from this solicitation.

## SC2 JBNQA Liquidated Damages

1. The contractor acknowledges that:
  - 1.1 the Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the James Bay and Northern Quebec Settlement Area and Canada (the "Agreement"); and
  - 1.2 pursuant to Article 29 of the "Agreement", the bid criteria included in the RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.2.1 The existence of head offices, administrative offices or other facilities in the James Bay and Northern Quebec Settlement Area;
    - 1.2.2 The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.
    - 1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.
2. The contractor acknowledges and confirms that it made the following commitments (collectively the "James Bay and Northern Quebec Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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.2 (b)

3. The contractor acknowledges that the "James Bay and Northern Quebec Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Canada may have, if at any time during the contract, the Contractor breaches any or all of the "James Bay and Northern Quebec Representations", Canada shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "James Bay and Northern Quebec Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Canada. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
  - 5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.