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## ANNEX "D"

### INUIT BENEFITS REQUIREMENTS

#### **D1. OBJECTIVE**

- 1.1 The objectives of the North Warning System (NWS) Inuit Benefit (IB) requirements are to establish long-term, sustainable and meaningful economic benefits for Inuit Beneficiaries and Inuit firms/Inuit-Owned Companies. Specifically, the North Warning System Inuit Benefits Program aims to meet these objectives through, training, skills development, and mentorship for all levels of employment across the North Warning System (NWS), as well for the inclusion of sub-contracting opportunities of Inuit firms/Inuit Owned Companies for increased participation in OICs business opportunities for NWS good and service requirements.

The Contractor shall comply with the applicable Comprehensive Land Claims Agreements and associated directives, including the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area.

The contractor shall also comply with the 1992 Inuvialuit - DND Co-operation Agreement where applicable.

#### **2 DEFINITIONS**

The following definitions apply:

- 2.1 Inuit Beneficiary (IB). Means an individual who is registered and enrolled with either i) Inuvialuit Regional Corporation (IRC); ii) Nunavut Tunngavik Incorporated (NTI); and iii) Nunatsiavut Government (NG) Land Claim Area
- 2.2 Inuit Benefits (IBs): means the percentage and/or value to be received by Inuit Beneficiaries or Inuit businesses excluding the amounts of any grants, subsidy, contribution, or other similar payments made by any governmental authority in support of the delivery of the said value; must have been clearly and demonstrably brought about as a result of the carrying out of the Work. The benefit must not be one that would have been entered into without the Work as described in this plan and which are achieved and satisfy the CLCAs, the DND/Inuvialuit Regional Corporation Agreement and the Directive on Government Contracts Including Real Property Leases in the Nunavut Settlement Area (where applicable for the said Land Claims Area).
- 2.3 Inuit Benefits Contract Commitment: means the Inuit Benefits which must be derived from the Firm Fixed Price portion (excluding profits and Taxes) of the Work in each Contract Year.

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- 2.4 Inuit Benefits on Task Authorizations (TAs) means those Inuit Benefits achieved through TA Work.
- 2.5 Inuit firm/Inuit owned Company Subcontractors means : Inuit Firm shall have the same meaning as “Inuit firm” as provided in the Nunavut Land Claims Agreement, “Inuit Business” as provided in the Labrador Inuit Land Claims Agreement and “Inuvialuit business, “Inuvialuit companies” as provided in the Inuvialuit Final Agreement and the Inuvialuit Business List.
- 2.6 Inuit firm/Inuit owned Company Sub-contractor Costs mean those costs associated with work placed with an Inuit Firm and those costs (limited to direct costs, overhead, G&A and profit) paid to such Firm/Sub-contractors but does not include bonuses, lump sum payments, management incentive payments or severance payments.
- 2.7 Inuit firm Register means: The Nunavut Inuit Firm Registry <http://inuitfirm.tunnngavik.com>; the Inuvialuit Business List; <https://www.irc.inuvialuit.com/business/inuvialuit-business-list-ibl> and the Nunatsiavut Business Directory - <https://business.nunatsiavut.com/business-directory/>
- 2.8 Inuit Training and Development Program (ITDP) means the proposed and approved Inuit training and development program.
- 2.9 Comprehensive Land Claim Agreement (CLCA) means the Inuvialuit Final Agreement; Nunavut Land Claims Agreement; or the Labrador Inuit Land Claims Agreement, as the context requires and Comprehensive Land Claim Agreements (CLCAs) means one or more of them, as the context requires.
- 2.10 Cooperation Agreement between Inuvialuit Regional Corporation (IRC) and DND means the agreement between the IRC and the DND regarding participation of the Inuvialuit in the activities occurring on NWS sites in the Inuvialuit Settlement Region.
- 2.11 Task Authorizations means Work that is within the scope of the Contract; however, the precise requirements (scope, frequency etc.) cannot be pre-determined and those costs are excluded from the Contract price.
- 2.12 Land Claims Authority (LCA) means:
- i. For the Inuvialuit Final Agreement, the Inuvialuit Regional Corporation;
  - ii. For the Nunavut Land Claims Agreement, Nunavut Tunngavik Incorporated;
  - iii. For the Labrador Inuit Land Claims Agreement, the Nunatsiavut Government; and
  - iv. Land Claims Authorities (LCAs) means one or more LCA, as the context requires.
- 2.13 Manager means a Contractor employee who oversees and is accountable for the activities of five or more Contractor employees, and has financial management responsibilities, and includes manager trainees.

- 2.14 Mandatory Inuit Benefits Requirements (MIBR) means those Inuit Benefits submitted by the Contractor identifying commitments for Inuit Employment; Inuit Ownership (of prime/sub-contractors) and Location in the LCAs (Head offices, administrative offices which must be achieved by the Contractor in each Contract Year.
- 2.15 Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area means obligations to be fulfilled under Article 24 of the Nunavut Agreement as fully detailed at <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32610>
- 2.16 Salary or Salaries means those direct wages paid to full-time or permanent part-time employees of the Contractor employed for the purposes of the Work under the Contract and includes benefits (including but not limited to health, pension, and vacation) paid to such employees but does not include bonuses, lump sum payments, management incentive payments or severance payments.
- 2.17 Supervisor means a Contractor employee who oversees and is accountable for the activities of two or more Contractor employees. This definition includes Supervisor trainees.
- 2.18 Temporary Worker means an individual engaged for a specifically defined task and/or specifically defined period.
- 2.19 Total Contract Price TBD (in accordance with the identified basis of payment once finalized)

### **D3. SCOPE**

- 3.1 The NWS provides a significant economic stimulus across the Arctic, and the NWS Contractor plays a key role in contributing to this stimulus.
- 3.2 The Contract contains Mandatory Inuit Benefits Requirements (MIBRs) which must be achieved in each Contract Year. MRIBs are assessed at the end of each Contract Year.

### **D4. INUIT BENEFIT GOVERNANCE**

- 4.1 All elements of the Inuit Benefit Requirements will take direction from the Inuit Benefits Strategic Plan (IBSP), designed to provide the necessary support architecture for the Inuit Benefits Program.

#### **4.1.1 PREPARE AND IMPLEMENT THE INUIT BENEFITS STRATEGIC PLAN**

The Contractor is to demonstrate that a current plan is in place and is being actively managed. Implementation of the IB plan results in achieving, at a minimum, the mandatory IB requirements 100 % of the time.

The Plan shall document the Contractor's methods and approaches to meeting or exceeding the mandatory IB in this contract as follows:

1. List of specific positions and categories that will be staffed by Inuit;

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2. Description, hours, and duration of the work to be carried out for each position proposed to be staffed by Inuit beneficiaries;
  3. Strategies for the recruitment and retention and successful planning of Inuit employees included in this contract for FFP positions, particularly those for supervisory and management positions;
  4. Strategies for the recruitment of temporary Inuit employees from within the land claim regions included in this contract for FFP work;
  5. What role, if any, the Inuit Training and Development Program, further detailed in Section 9 of Annex D, will play in assisting the Contractor in meeting its mandatory requirements, including the opportunity for skills development and experience to be gained;
  6. Strategies for the procurement of goods and services from Inuit firms/Inuit owned companies broken down by each CLCA's included in this contract.
  7. A description of how the Contractor will engage and work with outside organizations that have experience or mandates in various aspects of contracting, education, skills development and job training with Inuit Beneficiaries or IOC, which may include agencies such as:
    - a. Economic Development and Transportation (Government of Nunavut);
    - b. Nunavut Arctic College/NAC (Government of Nunavut);
    - c. Indigenous Services Canada (ISC) and/or Crown-Indigenous Relations and Northern Affairs Canada (CIRNA) (Government of Canada);
    - d. CAN-NOR (Government of Canada);
    - e. Employment and Social Development Canada (Government of Canada);
    - f. Kakivak Association
    - g. Kivalliq Partners in Development
    - h. Kitikmeot Inuit Association
    - i. Inuvialuit Regional Corporation
    - j. Nunatsiavut Government
    - k. Tungasuvvingat Inuit
    - l. Nunavut Arctic College
    - m. Aurora College
    - n. College of the North Atlantic
    - o. Algonquin College
    - p. Inuit Tapiriit Kanatami
- 4.1.2. Risks analysis and mitigation strategies associated with achieving the mandatory required Inuit benefits for the duration of the contract. The plan shall include as an Annex a detailed program for the current Fiscal Year which details specific targets to meet or exceed the required Inuit benefits, including, but not limited to, targets for; hiring of new permanent Inuit employees, and retention of existing Inuit employees to ensure that the mandatory required Inuit workforce is maintained.
- 4.1.3 The Contractor is to demonstrate a current plan is in place. The plan is to be updated within 15 days of the start of the Fiscal Year 100% of the time.

Establish and maintain a Strategic Inuit Benefits Plan. The plan is to be reviewed and updated at a minimum annually within 15 business days of the start of the Fiscal Year. The update is to specifically, at a minimum, include the annual program for the current Fiscal Year. Starting in year 2, and for each year thereafter, preparation of the annual program is to include a narrative on

the success of the previous year's program, lessons learned, and how those lessons learned are incorporated into the current year's plan.

Submit quarterly Inuit Benefits Management Program reports. The reports are to be submitted within 15 days following end of quarter. The quarterly reports are to include a year to date variance on targets detailed in the program. Where targets are not being met, the report is to include a corrective action plan to ensure the annual program meets its intended objectives. Starting in year 2 and for each year thereafter, submission of the annual program is to include a narrative on the success of the previous year's program, lessons learned, and how those lessons learned are incorporated into the current year's program. The quarterly report shall contain, at a minimum, the following:

1. FFP performed by Inuit Beneficiaries who are Permanent Employees:

a. Name;

b. Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list);

c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);

d. Hours worked;

e. Salaries Paid; and

f. Benefits Paid.

2. FFP performed by Inuit Beneficiaries who are Temporary Workers:

a. Name;

b. Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list);

c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);

d. Hours worked;

e. Salaries Paid; and

f. Benefits Paid.

Subcontracts:

a. Name of IOC and Inuit Firm Register number; amounts, description of goods and cross link to SOW Section

b. Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list) of employees performing the work;

c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);

d. Value of billed services less Profits and Taxes;

4.2 High level co-management and oversight of the Inuit Benefits achievements described in this plan will be provided by the Inuit Benefits Requirements Oversight Committee (IBROC). IBROC will be co-chaired by DND and an LCA representative (position will rotate yearly between the 3 CLCAs) and the IBROC composition will include standing membership from the Department of National Defence (DND), Public Services and Procurement Canada (PSPC), Crown Indigenous Relations and Northern Affairs (CIRNA), Innovation, Science and Economic Development Canada (ISED) and Designated Inuit Organization or designated representatives from all three Land Claims. The IBROC will have the mandate to initiate sub-working groups, receive reports, analyze challenges, and work together to maximize the Inuit benefits under the contract.

4.3 Reports and assessments the IBROC may choose to commission include (but are not limited to) economic needs assessments, employment and skills assessments, regional employment and skills gaps assessments. The IBROC will also take a role in the oversight of contractor training and development metrics. Considerations will include ensuring minimal overlap between already existing regional and North Warning System training programs as well as creating value for the

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Land Claim Areas by linking skills and employment training to the output of assessments performed.

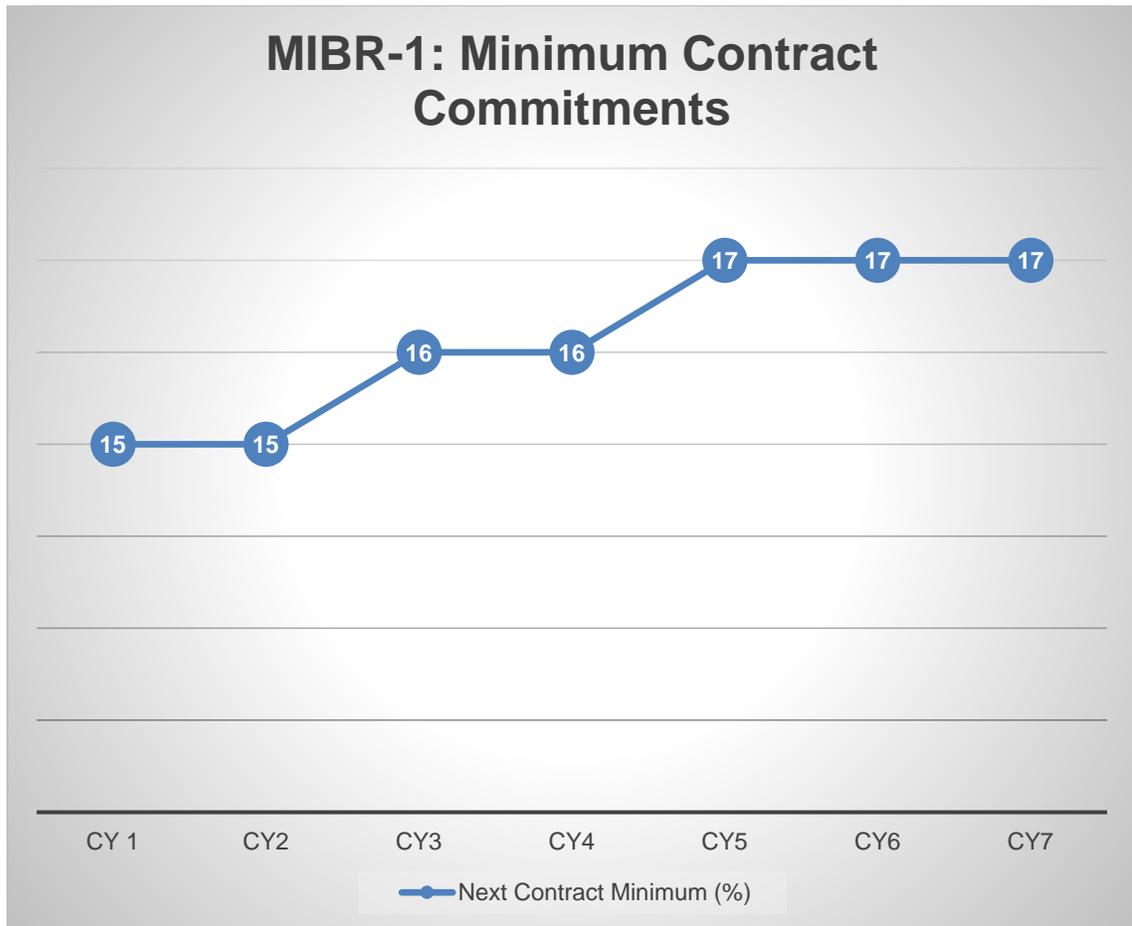
- 4.4 The IBROC will meet at a minimum annually with each Designated Inuit Organization or designated representatives from all three Land Claims to review progress towards employment creation within the regions.

#### **D5. MANDATORY INUIT BENEFIT REQUIREMENTS (MIBRs)**

For each Contract Year the Contractor shall, for that Year:

- 5.1 MIBR-1: Meet the IB Contract Commitment which is equivalent to fifteen percent (15%) of the Total Contract Price in Year 1 increasing by one percent (1%) every 2 Contract Years in the first 5 years of the contract. This would require IB Contract commitments of sixteen percent (16%) in Contract Year 3 (excluding Task Authorizations, profit and taxes) and seventeen percent (17%) in contract year 5 (excluding Task Authorizations, profit and taxes); or

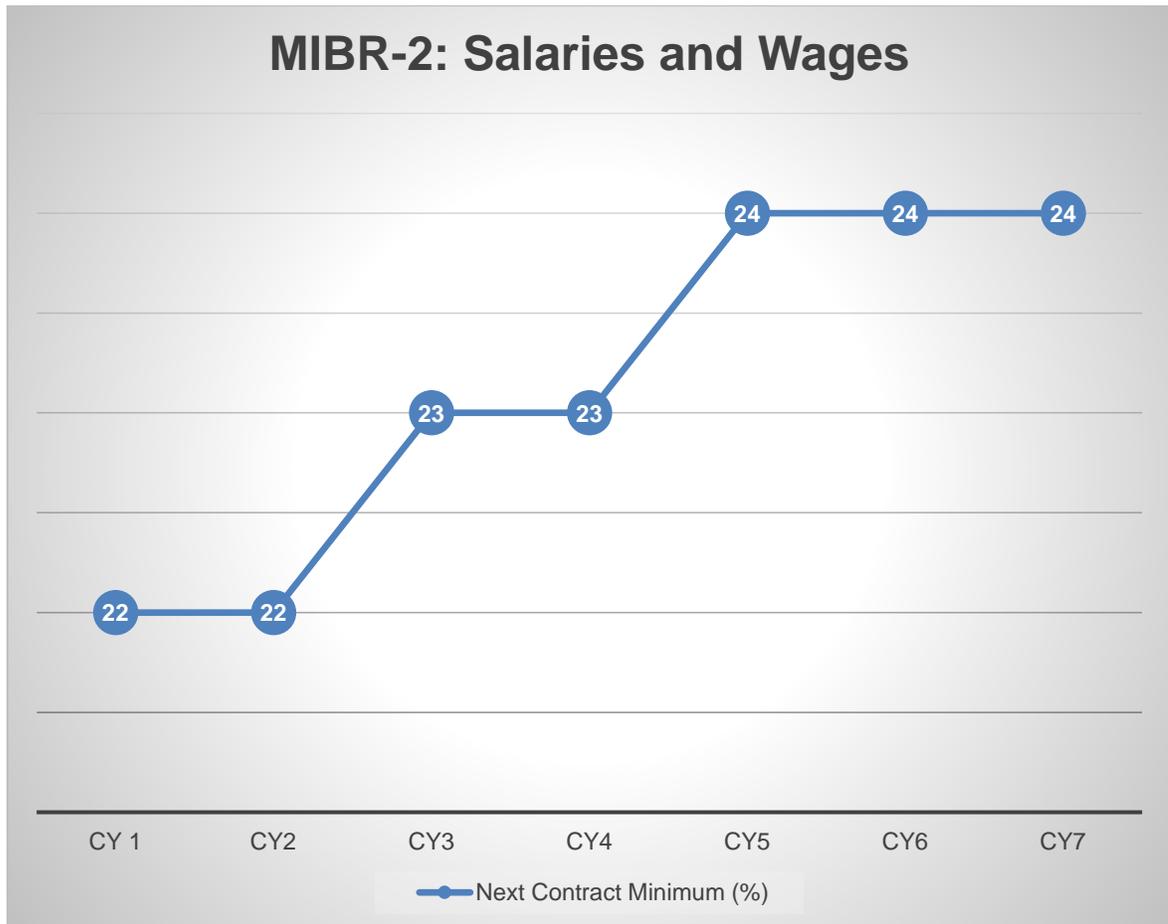
Should a Bidder's proposal put forward higher percentages than those described above: Meet the IB Contract Commitment which is equivalent to the percentage proposed by the Bidder increasing by 1% every 2 Contract Years in the first 5 years of the contract. This would require IB Contract commitments of Bidder proposed percentage plus 1% in Contract Year 3 (excluding Task Authorizations, profit and taxes) and Bidder proposed percentage plus 2% in Contract Year 5 (excluding Task Authorizations, profit and taxes).



- 5.2 MIBR-2: Pay at least twenty-two percent (22%) (excluding Work performed on Task Authorizations, profit and taxes) of the total salaries and wages paid to full time/part time employees conducting work under the Contract, to Inuit Beneficiary employees for Contract Year 1 increasing by one percent (1%) every 2 Contract years in the first 5 years of the contract. This would require commitments of twenty three percent (23%) in Contract Year 3 and twenty four percent (24%) in contract year 5; or

Should a Bidder's proposal put forward higher percentages than those described above: Pay at least Bidder's proposed percentage excluding Work performed on Task Authorizations, profit and taxes of the total salaries and wages paid to full time/part time employees conducting work under the Contract, to Inuit Beneficiary employees for Contract Year 1 increasing by one percent (1%) every 2 Contract years in the first 5 years of the contract. This would require commitments of Bidder's proposed percentage plus 1% in Contract Year 3 and Bidder's proposed percentage plus 2% in contract year 5.

Maintain the existing number of Inuit Beneficiary employees, in addition to any economic increases to achieve the mandatory percentages described in 5.2 above, increasing year over year. This would require the commitment to recruit as well as retain Inuit Beneficiary employees;



- 5.3 MIBR-3: The Contractor commits to maximize the use of Inuit firms/Inuit Owned Company subcontractors to meet the requirements under the Contract. The Contractor commits to pay at least \$ (TBD based on Bidder's proposal) and expressed as %, to Inuit firm/IOC subcontractors performing Work under the Contract in the Nunavut Settlement Region; pay at least \$, and expressed as % to Inuit firm/IOC subcontractors performing Work under the Contract in the Inuvialuit Region and \$ and expressed as % to Inuit firm/IOC subcontractors in the Nunatsiavut Region. The \$ and resulting percentages will be based on actual costs which have been paid in a Contract Year to the Contractor's first tier Inuit Firm/Inuit Owned Company Subcontractor(s) for Work executed under the Contract (excluding Work performed under Task Authorizations, overhead and profits) by the first tier Inuit Firm/IOC Subcontractor, on a percentage basis, in the calculation of IB Contract commitments, provided that the Work has been delivered and accepted in accordance with the Contract in that Year. Contract work executed by entities other than the first tier Inuit firm/IOC Subcontractors (i.e. through a further subcontract, a services contract with a third party or other arrangement) are excluded from the calculation of IB contract commitments. Commensurate values over the option periods shall also apply.

- 5.4 NOTE: If the Contactor is proposing to use an Inuit firm/Inuit Owned Company subcontractor from one settlement region to conduct Work in another settlement region, a detailed explanation must be provided to explain why this is being proposed.

The Contractor must ensure at all times during the period of the contract, the Inuit firm/Inuit owned Company Sub-contractor be in good standing on the Inuit firm registries.

Canada retains the right to confirm or verify at any time the Inuit firm/Inuit owned Company Sub-contractor status on the applicable registries.

- 5.5 MIBR-4: Employ at least four (4) Inuit Beneficiaries in a Supervisor or Manager position and maintain throughout the term of the contract increasing by 1 every 2 contract years in the first 5 years of the contract. This would require 5 supervisors or managers in contract year 3 and 6 supervisors or managers in contract year 5;
- 5.6 MIBR-5: Develop and manage an Inuit Training and Development Program that is focused on all levels of employment across the NWS.

## **D6. CALCULATING THE INUIT BENEFITS FOR TASK AUTHORIZATIONS ADDITIONAL WORK REQUESTS (IB TAs)**

- 6.1 Due to uncertainty in the NWS TA program from year to year, there is no mandatory minimum percentage IB TAs required. However, the Contractor must make every reasonable effort to maximize IB achievements in the TAs portion of the Contract in accordance with the requirements of each of the CLCAs; the Treasury Board Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area; and the Co-operation Agreement between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Operation and Maintenance of the North Warning System.
- 6.2 The following amounts will be included in the calculation of IB TAs for a Contract Year as the percentage of TA Work and reported accordingly:
- 6.2.1 Wages paid to Temporary Worker Inuit Beneficiaries in a Contract Year who are hired solely for AWR Work execution (excluding overhead and profits);
- 6.2.2 Actual costs which have been paid in a Contract Year pursuant to Inuit Firm Subcontracts with IOCs for TA Work (excluding overhead and profits) will be included, on a percentage basis, in the calculation of IB TA in accordance with *Table 2: IB TA Percentage Allocation for Inuit Firm/IOC Subcontracts*, provided that the TA Work has been delivered and accepted in accordance with the Contract or TA Task Authorization, as applicable.

## **D7. PREPARE AND IMPLEMENT ANNUAL INUIT TRAINING AND DEVELOPMENT PROGRAM**

- 7.1 The Contractor shall develop and manage an Annual Inuit Training and Development Program (ITD Program) in accordance with the following requirements.

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- 7.2 The ITD Program must actively recruit, develop and train Inuit Beneficiaries for employment on the NWS and foster employee-retention and skills development for Inuit Beneficiary employees at all levels.
- 7.3 In support of these objectives, Canada will provide up to \$2.5M in funding for approved ITD Program activities in each Contract Year. Activities carried out using ITD Program funds are excluded from all IB Contract Commitments.
- 7.4 ITD Program cost claims must be approved by the Contracting Authority in accordance with Contract Cost Principles 1031-2, and may include costs such as:
- 7.4.1 Direct wages paid to trainees who are part-time for the purposes of training and are not included in the Contract price.
- 7.4.2 Transportation and accommodation (if required) to and from learning institutions;
- 7.4.3 Tuition fees;
- 7.4.4 Core business training activities (those that are covered by Course Training Standards;
- 7.5.5 Recruitment activities;
- 7.5.6 Professional association fees for trainee or student members;
- 7.5.7 Costs associated with personal development for Inuit Beneficiaries (whether full-time or part-time Workers); and
- 7.5.8 Cultural Awareness Training;
- 7.5.9 Scholarships - \$7500 per region/year in new scholarships for Inuit beneficiaries registered with the Nunatsiavut, Nunavut and Inuvialuit Settlement regions pursuing full time post-secondary education.
- 7.6.0 Other Costs pre-approved by the Contracting Authority for ITD Program activities that are not already applied to the calculation of the IB Contract Commitments;
- 7.6.1 Develop and submit for approval an Annual Inuit Training and Development Program plan. For the Inuit Training and Development Program: i) a summary of the progress made against each approved individual training plan; ii) breakdown of number of approved training hours, by Trainee, iii) a breakdown of number of hours, by Trainee, being claimed, iv) a breakdown of classroom and on-the-job training hours including specific courses completed, by Trainee, and v) any other pertinent information required to enable Canada to evaluate the progress of the Work. The ITDP Plan is to be reviewed and updated at a minimum annually within 15 business days of the start of the Fiscal Year. The update is to specifically, at a minimum, include the annual program for the current Fiscal Year. Starting in year 2, and for each year thereafter, preparation of

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the annual program is to include a narrative on the success of the previous year's program, lessons learned, and how those lessons learned are incorporated into the current year's program.

Submit quarterly and annual Inuit Training and Development Program reports. The reports are to be submitted within 15 days following end of quarter/fiscal year. The quarterly reports are to include a year to date variance on targets detailed in the program. Where targets are not being met, the report is to include a corrective action plan to ensure the annual program meets its intended objectives.

The quarterly and annual report shall contain program costs identified in section 7 broken down by Land Claim Region, and also must include the following:

- a. Name;
- b. Beneficiary Number (per the Inuvialuit, Nunavut and Nunatsiavut Government enrollment list);
- c. Registry Group (Inuvialuit, Nunavut or Nunatsiavut);
- d. Total training hours;
- e. Direct wages paid to Trainees who are part time for the purposes of training and are not included in the Contract price; and
- f. Benefits Paid.

## **D8. FAILURE TO ACHIEVE MRIB**

- 8.1 The Contractor must achieve the mandatory Inuit Benefit requirements as set forth herein, in each Contract Year to be eligible for consideration for IB FFP awards for that Year, notwithstanding achievement of any other eligibility requirements.
- 8.2 If the Contractor fails to achieve the mandatory Inuit Benefits requirement in any Contract Year, Canada may deem the Contractor in default of the Contract, or, at its sole discretion, permit the Contractor to submit a proposal pursuant to which the Contractor proposes alternative means to achieve Canada's objectives for the North. The acceptance of any proposal will be at the sole discretion of Canada and Canada may reject a proposal at its option. Acceptance of a proposal in one Contract Year does not guarantee acceptance of a proposal for any other Contract Year. Further, the proposal must fulfill all of its requirements within two (2) months of the end of the Contract Year in which the Contractor failed to meet the mandatory Inuit Benefit requirements. Inuit Benefits achieved in excess of the IB FFP Commitment pursuant to such a proposal cannot be applied to any other Contract Year and will not be used to determine any IB FFP award.

## **D9. REPORTING:**

- 9.1 The Contractor shall develop, implement and update annually an Inuit employee HR sub plan. The sub plan is to be reviewed and updated at a minimum annually within 15 business days of the start of the Fiscal Year. The update is to specifically, at a minimum, include the annual sub plan for the current Fiscal Year. Starting in year 2, and for each year thereafter, preparation of the annual Inuit HR sub plan is to include a narrative on the success of the previous year's plan, lessons learned, and

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how those lessons learned are incorporated into the current year's sub plan. The HR sub plan must assess the current human resources (HR) capacity divided by work function; forecast Inuit HR requirements, taking into consideration projected retention and attrition rates; develop talent and recruitment strategies and review and evaluate whether goals were met.

- 9.2 Canada will carry out an annual assessment of the benefits achieved compared against the Inuit Benefits Plan and sub-plans. The assessment shall compare the benefits forecasted in each transaction against actual results accomplished by the Contractor or its subcontractors(s) and the assessment of the quality of the benefit. The contractor shall provide sufficient information on what was actually accomplished, the dollar value, the delivery of their contractual obligations with respect to Inuit Benefits. All reports must be broken by each CLCA Region.

Contract No. - N° du contrat

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

NWS Project

005nx

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

### 9.3 MIBR-1

#### Transaction Table

**Instruction to Bidders: The Bidder shall prepare a SUMMARY Transaction table, for the Mandatory Inuit Benefits Requirements as specified below, broken down per CLCA settlement region, expressed as dollars and percentages.**

Benefit		Annual IB Price Percentage IB Achieved	Annual IB Percentage
Summary of Firm Commitments (Dollars/%s):	<b>MIBR-1</b>		
<b>TOTALS (Sum of MIBR-2/MIBR-3)</b>		\$	%
Inuit Employment:	<b>MIBR-2&amp;4</b>		
Nunavut Settlement Region			
Inuvialuit Settlement Region			
Labrador (Nunatsiavut) Settlement Region			
<b>TOTAL:</b>			
Inuit firms/Inuit Owned Company Subcontractors:	<b>MIBR-3</b>		
Nunavut Settlement Region			
Inuvialuit Settlement Region			
Labrador (Nunatsiavut) Settlement Region			
<b>TOTALS:</b>			
Other Proposed Criteria:	<b>MIRB-5</b>		
Nunavut Settlement Region			
Inuvialuit Settlement Region			
Labrador (Nunatsiavut) Settlement Region			
<b>TOTALS:</b>			
MRIB-3: Summary Firm Commitments:	<b>MIRB-5</b>		
Inuit training and Development IB Supervisor/Manager Positions			
Nunavut Settlement Region			
Labrador (Nunatsiavut) Settlement Region			

**Note: Percentages and Costing must align with the Percentages and Costing detailed in the following transaction tables and the Financial Bid. Bidders provide the following certification: INUIT BENEFITS PLAN CERTIFICATION:**

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

The bidder certifies the IB commitments for contracting submitted with its bid are accurate and complete.

Contract No. - N° du contrat

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Buyer ID - Id de l'acheteur

NWS Project

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Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

### 9.3.1 MIBR-3 Subcontracting to Inuit Firms on the IFR

Report of subcontracts entered into between the prime contractor and the subcontracted Inuit firms on the IFR to perform work under the government contract during the reportable time period of date to date. Fill out the table below and return to Canada by date

<b>MIBR-3 Transaction Table</b>				
<b>Instructions for completing MIBR-3 Transaction Table: Provide the summary to the Bidders firm commitment to use Inuit firms/Inuit owned company subcontractors to perform the Work under the Contract expressed as dollars and percentages. The bidder shall provide a description for the scope of services that will be used and provide a clear link to the paragraph line item of the SOW. The details provided herein must align with Bidders technical proposal.</b>				
<b>The summary percentage will be calculated by the summation of all Inuit firm/Inuit own Company subcontractors (if the Bidder is a joint venture and is an Inuit Firm include the cost of B labour) divided by all non-Inuit sub-contractors as provided in the List below. The costing and pricing details must align with the Costing and Pricing details in the Financial Bid worksheets.</b>				
<b>Work Location</b>	<b>Name Of Subcontractor</b>	<b>Description of work to be performed under SOW, include SOW Section.</b>	<b>Total Dollar Amount (\$)</b>	<b>IFR ID</b>
<b>Nunavut Settlement</b>	Name			
	Expand as necessary			
	Name			
	Expand as necessary			
<b>Inuvialuit</b>	Name			
	Expand as necessary			
	Name			
	Expand as necessary			
<b>Labrador</b>	Name			
	Expand as necessary			
	Name			
	Expand as necessary			
<b>Non-Inuit</b>	Name			
	Expand as necessary			
	Name			
	Expand as necessary			
TOTAL IF/IOC SUB:			\$	
TOTAL NON-IF/IOC SUB:			\$	
PERCENTAGE:			%	

Contract No. - N° du contrat

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

NWS Project

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Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

### 9.3.2 MIBR 2&4 Inuit Employment

Report on employment of Inuit labour under the government contract during the reportable time period XX to XX. Fill out the table below and return to Canada XX.

<b>MIBR-2 and MIBR-4 Transaction Table</b>									
<b>Instructions for completing MIBR-2 and MIBR-4 Transaction Table:</b> Provide the summary for IBs expressed as dollars for total labour. The summary percentage will be calculated by the summation of all IB labour divided by all non-Inuit as provided in the <i>Labour List</i> below. MIBR-4 - Supervisory or Management Positions must clearly be identified in the Labour List. The costing and pricing details must align with the Costing and pricing details in the Financial Bid worksheets.									
<b>Labour List for MRIB-2 and MRIB-3</b>									
<b>Labour for Inuit and Non-Inuit</b>									
Work Location	Position/ Job Title	Total Hours	Non Inuit Labour	Inuit Labour	Land Claim Region (Registry Group)	Beneficiary Number	Emp't Benefits	Total Labour	MIBR-4 MRIB-4
<b>CMO- Ottawa</b>	Position								
	Expand as necessary								
<b>North Bay - Ontario</b>	Position								
	Expand as necessary								
<b>System Control Centre</b>	Position								
	Expand as necessary								
<b>SCC Monitoring</b>	Position								
	Expand as necessary								
<b>LSS Inuvik</b>	Position								
	Expand as necessary								
<b>LSS Iqaluit</b>	Position								
	Expand as necessary								
<b>LSS Cambridge Bay</b>	Position								
	Expand as necessary								
<b>LSS Hall Beach</b>	Position								
	Expand as necessary								
<b>LSS Goose Bay</b>	Position								
	Expand as necessary								
<b>Total Inuit Labour</b>								\$	
<b>Total Non-Inuit Labour</b>								\$	
<b>Percentage</b>								%	



## 10.0 VERIFICATION AND ACCESS TO RECORDS/ACCOUNTS

### 10.1 Canada reserves the right to secure, at its sole discretion, an independent three party to verify the reported Inuit Benefit Achievements.

The provisions of General Conditions 2035 apply to the Inuit Benefit requirements records and accounts.

2035 31 (2014-09-25) Accounts and audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## EXCERPT FOR RATED REQUIREMENTS:

In addition to the Mandatory Inuit Benefits Requirements, Inuit Benefits Requirements in excess of the Mandatory requirements will be rated as follows:

1. Inuit Employment -10%
2. Inuit Ownership (prime contractor and Inuit firms/Inuit owned Companies subcontractors - 10%
3. Inuit Training and Skills Development - 10%
4. Location in the Nunavut / Inuvialuit / Nunatsiavut Settlement Areas - 5%

The total number of points obtained/maximum number of points available multiplied by the percentage ratio per each of the four criterion, for a maximum total of 35% for IBP commitment score.