



APPENDIX E - INUIT BENEFITS PLAN (IBP) NUNAVUT AGREEMENT

This procurement is subject to the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Bidders are requested to maximize Inuit employment, subcontracting and involve Inuit businesses, in carrying out the work under this project.

The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are referred to as Nunavut Benefits Criteria (NBC) and Inuit Benefits Criteria (IBC), and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan (IBP).

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Agreement. <http://nlca.tunngavik.com/>

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

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

INFORMATION

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

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PART A – INUIT BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Commitment

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE DOCUMENTATION AND DETAILS WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached COMMITMENT TABLES to supplement the IBP submission provided in their bid.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

SUPPORTING DOCUMENTATION

Bidders must provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, and subcontracting/supplier commitments.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion. Conversely, one cannot change their commitments by providing additional information.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient detail to support the plan outlined and commitments made.

Head Office

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects; and
- strategies for staff management.



Sub-consultants / suppliers

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be Sub-consultants / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

Definitions

Eligible Inuit labourer:

1. An individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project; and
2. Must 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 Her Majesty the Queen in Right of Canada.

Inuit Firm Registry (IFR) Firm (prime contractor/subcontractor/supplier):

1. An IFR 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 Her Majesty the Queen in Right of Canada. <https://inuitfirm.tunngavik.com/>

INUIT BENEFITS PLAN CRITERIA

ITEM	BID CRITERIA	Available Points
3.0	This procurement is subject to the <i>Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement)</i> . Canada reserves the right to confirm validity of all declarations / commitments.	
NUNAVUT BENEFITS CRITERIA (NBC)		
3.1	<p>LOCATION OF BUSINESS IN THE NSA: Bidders are requested to demonstrate the existence of the vendor or sub-consultants performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Points will be assigned as follows:</p> <ol style="list-style-type: none"> 1. Head Office (3 pts) 2. Staffed Administrative Office (4 pts) 3. Other Staffed Facility (3 pts) <p>*This criterion is worth 5% of the bid evaluation points available.</p> <p>*** Holdback Conditions will apply to this criterion.</p>	/10

INUIT BENEFITS CRITERIA (IBC)		
3.2	<p>LABOUR</p> <p>The employment of on-site Inuit in carrying out the work of the contract.</p> <p>Bidder will be evaluated on their firm commitment to use on-site Inuit from the Nunavut Settlement Area, as defined in Appendix E, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Consultant staff and/or sub-consultant staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit. On-site Inuit employment will be confirmed during activities based on supporting documentation provided by the Consultant and Departmental Representative, if applicable.</p> <p>An eligible Inuit labourer must meet the following criteria:</p> <ol style="list-style-type: none"> 1. An individual who is working on-site performing services related to the project for a consultant, sub-consultant or supplier who has a contract with DFO to do work related to the project; and 2. An individual registered on the Nunavut Inuit Enrolment list <p>0-100% of total site labour hours = 0 - 40 points.</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p>____% (Labour Commitment) x total points available</p> <p><i>Example:</i> <i>Bidder commitments 40% of labour hours will be Inuit = 40% of total points (40)</i> <i>40 % x 40 = 16 points</i></p> <p>NOTE: Bidder must demonstrate how they will meet their Labour %.</p> <p>*This criterion is worth 15% of the bid evaluation points available.</p> <p>*** Holdback Conditions will apply to this criterion.</p>	/40



INUIT OWNERSHIP (CONSULTANT OR SUB- CONSULTANT / SUPPLIERS)		
3.3	<p>The use of IFR consultant/sub-consultants/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR sub-consultants for services or the procurement of supplies and equipment from IFR businesses. Note: If the Prime Consultant is an IFR Firm, the total dollar value of the IFR contracting shall also include the consultant's share of the contract.</p> <p>An IFR consultant/sub-consultants/suppliers must meet the following criteria:</p> <p>An IFR 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 Her Majesty the Queen in Right of Canada.</p> <p>Bidders should provide their commitment of IFR sub-consultants by indicating which of the following work descriptions will utilize IFR companies:</p> <ul style="list-style-type: none"> • Bathymetry (sounding) surveys • In-water and diving inspections • Geotechnical sampling • Heritage recording services (Archaeological Assessments) • Peer review of consultant work • Topographical surveys • Marine plumbing installations • Marine lighting and electrical • Consultation and Traditional Knowledge Gathering Services • Orthoimagery and Digital Elevation Models • Fish and Fish Habitat Assessments • Disposal at Sea Assessments • Water Quality Sampling and Analysis • Acoustic Monitoring and Analysis • Wildlife/Marine Mammal Observer <p>Points will be assigned based on a percentage of the total points available:</p> <p>Commitment to 0-10 IFR registered companies = 0 - 50 points.</p> <p><i>Example:</i> 4 Companies Registered with IFR $4/10 \times 50 = 20$ assigned points</p> <p>*This criterion is worth 15% of the bid evaluation points available.</p> <p>*** Holdback Conditions will apply to this criterion.</p>	/50

PART B - BIDDER COMMITMENT AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals and to supplement their response.
2. Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.
3. For follow-up purposes, the communities may receive copies of the consultants Inuit Benefits plan and periodically receive performance monitoring results.



TABLE 1 – Head Office

Provide Current Business address		
Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area. Nature of Presence: Describe the nature of the firm’s presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder’s IBP.		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Sub-consultant Name	Sub-consultant Address in the NSA	Nature of Presence in the NSA

TABLE 2 – On-site Inuit Labour Content Commitment

Specify on-site Inuit labour content commitment* based on a percentage of total on-site (field work) employee hours.

**For call-ups involving field work*

Positions of Inuit employees may include but are not limited to:

- Wildlife Monitor
- Boat Operator
- Site Helper
- Translator
- Interpreter

$$\frac{\text{Total No. Of on-site Inuit Employee Hours for This Contract}}{\text{Total Employee on-site Hours for This Contract}} = \underline{\hspace{2cm}} \%$$



TABLE 3 – Inuit Consultant/Sub-Consulting/Supplier Content Commitment

Number of IFR companies commitment = _____

Company Name	Description of the Work	Inuit Firm ID (ifan IFR Firm)		Inuit Firm Registry Company	Non-Inuit Company
	Bathymetry (sounding) surveys			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	In-water and diving inspections			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Geotechnical sampling			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Heritage recording services (Archaeological Assessments)			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Peer review of consultant work			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Topographical surveys			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Marine plumbing installations			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Marine lighting and electrical			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Consultation and Traditional Knowledge Gathering Services			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Orthoimagery and Digital Elevation Models			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Fish and Fish Habitat Assessments			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Disposal at Sea Assessments			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Water Quality Sampling and Analysis			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Acoustic Monitoring and Analysis			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Wildlife/Marine Mammal Observer			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

NOTE: only consultants, sub-consultants and suppliers that can be confirmed as Inuit businesses on the Inuit Firm Registry (IFR) will be included in the calculations. Verification of Inuit businesses will be made in accordance with 3.3 INUIT OWNERSHIP (Consultant/Sub-Consultant/Supplier)

PART C - Reporting – Inuit Benefits and Nunavut Benefits

Return Reports to:
Project Authority Name:
EMAIL:



TABLE 1 – Head Office

Provide Current Business address		
Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.		
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Sub-consultant Name	Sub-consultant Address in the NSA	Nature of Presence in the NSA

TABLE 2 – Achievement of on-site Inuit Labour Content

Total No. Of on-site Inuit Employee Hours for This Call-Up = _____ %
Total Employee on-site Hours for This Call-Up

Position of Inuit Employee NOTE: It is not necessary to identify non-Inuit employees by name and position.	Type of Employment	Total on-site Hours Worked	Total Dollar Value Paid



Total Inuit <i>and</i> non-Inuit Employee Hours		
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TABLE 3 – Achievement of Inuit Content for Consultant/Sub-Consulting/Supplier Content:
Number of IFR companies hired for this Call-Up =

Company Name	Description of the Work	Inuit Firm ID (if an IFR Firm)	Inuit Firm Registry Company	Non-Inuit Company
	Bathymetry (sounding) surveys		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	In-water and diving inspections		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Geotechnical sampling		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Heritage recording services (Archaeological Assessments)		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Peer review of consultant work		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Topographical surveys		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Marine plumbing installations		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Marine lighting and electrical		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Consultation and Traditional Knowledge Gathering Services		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Orthoimagery and Digital Elevation Models		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Fish and Fish Habitat Assessments		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Disposal at Sea Assessments		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Water Quality Sampling and Analysis		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Acoustic Monitoring and Analysis		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	Wildlife/Marine Mammal Observer		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

Consultant Certification

INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:

Print Name

Signature

Date

The Consultant certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.



Holdback – for the non-performance of IBP commitments

NOTE: "TOTAL CONTRACT VALUE" for the purposes of the incentive and Holdback Deduction calculation the total contract value includes all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.

INSERT the following supplemental clause:

SI8 Holdback IBP Commitments

Bidders are requested on a voluntary basis to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit businesses in carrying out the work under this project.

For the successful Consultant only: Progress payments in respect of fee arrangements must be made in accordance with GC 5.3 of the Agreement. Payments must not exceed the value of the fee indicated in the Price Proposal for each Service under consideration. Canada may holdback **2%** of each progress payment to address shortfalls in IBP commitments set out in the firms IBP Submission.

SC1 INSERT the following supplemental clauses in GC5.3:

The following clauses will apply if Inuit Benefits Plan (IBP) commitments are submitted by a bidder and apply to the successful Consultant only:

Monthly Payment

Canada will pay the Consultant on a monthly basis an amount that is equal to **98%** of the work performed during the month covered by the invoice, in accordance with the payment provisions of the Contract if:

an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

all such documents have been verified by Canada;

the amount claimed is in accordance with the basis of payment;

the Work performed has been accepted by Canada.

The 2% balance of the amount payable is a performance hold back for the Inuit Benefits Plan and will be paid in accordance with section 5.3.10 Performance Holdback Release Conditions - Inuit Benefits Plan.

Reporting

For successful Consultant only - If an IBP commitment is provided as part of the proposal, the successful Consultant **MUST** provide a summary of activities undertaken to meet the commitments made as part of the IBP portion of their bid. The included tables in Part C must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the Consultant on a quarterly basis.

- 1) The Consultant must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe.
- 2) Information provided may be subject to verification.



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- 3) The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Consultant met its' IBP guarantee.
 - 4) Failure to comply with the request to submit the certification and report within 15 business days after the date of request may result in action under 5.3.10.

Canada reserves the right, at their sole discretion, to reduce or eliminate holdbacks if the consultant can clearly demonstrate that significant efforts are being made to meet IBP commitments and the minimum requirements could not be met due to circumstances out of the Consultant's control.

Performance Holdback Release Conditions - Inuit Benefits Plan Nunavut

- 5) If the Consultant in its quarterly Periodic Usage Report, in accordance with 5.3.9, substantiates that it meets the IBP commitments certified in its bid, to Canada's satisfaction, the Consultant will be paid the amount held back from the Work.
- 6) If the Consultant in its quarterly Periodic Usage Report fails to fulfill their guarantee of the IBP up to the entire balance of the amount held back may continue to be held back, until such time as there is a future Periodic Usage Report demonstrating commitments have been achieved, or, if there are no future Periodic Usage Reports, the full amount held back may be deducted from the final payment.
- 7) Should Canada continue to hold back or deduct a final payment amount as described in subsection 2, partial holdback release amounts will be determined based on the holdback amount, minus the difference between the assessed value of the guarantee and the value of the fulfilled portion of the guarantee, to a maximum of the holdback amount.
- 8) Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Consultant, any holdback owing and unpaid under this section.
- 9) Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract or at law.



INUIT BENEFITS ACHEIVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT		
STEP#	CONSULTANT: _____	
	Total Contract Value (no GST): _____	
1	Nunavut Benefits Criteria	
	The consultant must achieve a total score equal or equivalent to the score received during their initial bid evaluation, consultants receiving a score less than their initial score will be subject to a Holdback Deduction.	
	Points received during evaluation: 1. Head Offices: _____/3 2. Staffed Administrative Office: _____/4 3. Other Staffed Facilities: _____/3	
	Points assigned upon contract completion: 1. Head Offices: _____/3 2. Staffed Administrative Office: _____/4 3. Other Staffed Facilities: _____/3	
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 1 to determine applicable Holdback Deduction	Met / Not Met
2	Percentage Inuit Labour Person On-site Hours	
	Percentage proposed	_____%
	Percentage achieved including any applicable amendments	_____%
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	Met / Not Met
3	Number of IFR Subcontracting / Suppliers	
	Number proposed	_____
	Number achieved including any applicable amendments	_____
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 4 to determine applicable Holdback Deduction	Met / Not Met
	COMMENTS:	



TABLE 1 - ASSESSMENT OF NUNAVUT BENEFITS CRITERIA HOLDBACK DEDUCTION			
ITEM#	REQUIREMENT	Weight	SCORE
1	<p>The consultant failed to meet their commitment of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities)</p> <p>Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 100</p> <p>Note: If (c) is ≤50%, Consultant will receive 0 points.</p>	100	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED HOLDBACK DEDUCTION:</p> <p>(100 - total assessed score) % x (Total contract value) x ___%</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p>		



TABLE 3 - ASSESSMENT OF INUIT CONSULTANT/SUB-CONSULTING/SUPPLIER DEDUCTION			
ITEM	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of commitment achieved for Inuit content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> $(a) / (b) = (c) * 60$ <p>Note: If (c) is $\leq 50\%$, Consultant will receive 0 points.</p>	60	
2	<p>CONSULTANT DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to consultant’s ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier commitment.</p> <p>Points awarded for consultant due diligence based on the following scale:</p> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED HOLDBACK DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{total contract value}) \times \text{_____}\%$</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative: _____</p> <p>Departmental Representative: __ Project Authority: _____</p> <p>_____</p>		