



## Request for Proposals

The Nunavut Development Corporation (NDC) is requesting Proposals from qualified proposers for the provisions of the services outlined in the Request.

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## Instructions to Proposers

1. Proposals must be received before Friday September 15, 2023 at 5:00 pm local time, **Rankin Inlet** at:

Nunavut Development Corporation  Ivalu Building PO Box 249 Rankin Inlet, NU X0C 0G0  <u>Attention: Yusun Ha</u>  Telephone: 1-867-645-3170 Fax: 1-867-645-3755 Email: btagalik@ndcorp.nu.ca
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- **Proposals received after the exact time and date noted above will be rejected.**
- **The original plus 2 copies are to be submitted, quoting “Request for Proposals – #01-23 Arts and Crafts Buyer – Nunavut Made”,** closing date and proposer’s name on the outside of the envelope.
- After the closing, only the identity and addresses of the proponents will be posted.

2. NDC will not be responsible for any proposal that:

- does not indicate the Request for Proposals Title, closing date, proposers name, on the outside of the envelope; or

- is delivered to any address other than that provided above.
3. Facsimile transmitted proposals and Email transmitted proposals

Fax Transmitted Proposals will be accepted under the following conditions:

- The proposal is received in its entirety, fully printed, before the submission deadline at the facsimile number stated;
- NDC will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons;
- NDC cannot guarantee the complete confidentiality of information contained in the proposal received by facsimile;
- The proposer shall submit the original and two (2) copies, to the address stated herein, immediately following the transmission of the facsimile by the most expedient means.

To ensure the proposal is received before the closing, it is recommended that if sending proposals by facsimile, to send well in advance of the RFP closing date and time, and to confirm receipt by a telephone enquiry. (The facsimile line may be very busy prior to a proposal closing as it is also used for other business.)

E-Mail transmitted proposals, in Word format, will be accepted under the following conditions:

- The proposal is received before the submission deadline at the e-mail address provided above;
- NDC will not accept liability for any claim, demand or other actions for any reason should an e-mail transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other email address other than that stated herein, or for any other reasons;
- NDC cannot guarantee the complete confidentiality of information contained in the proposal received by e-mail;
- The proposer shall submit an original and (2) copies proposal to the address stated herein immediately following the transmission of the email by the most expedient means (copies will not be required as they can be printed out from the email);
- The proposal attachment cannot be larger than 3MB. If the proposal is larger than 3MB, separate numbered emails should be sent with each attachment no larger than 3MB.

To ensure the proposal is received before the closing, it is recommended that if sending proposals by e-mail to send well in advance of the tender closing date and time, and to confirm receipt by a telephone enquiry.

4. All questions or enquiries concerning this Request for Proposals must be in writing and be submitted to the address provided above no later than five (5) calendar days prior to the proposal deadline. Verbal responses to any enquiry cannot be relied upon and are not binding on either party.
5. This is **not** a Request for Tenders or otherwise an offer. NDC is not bound to accept the Proposal that provides for the lowest cost or price to NDC nor any proposal of those submitted.

6. If a contract is to be awarded as a result of this Request for Proposals, it shall be awarded to the proposer who is responsible and whose proposal provides the best potential value to NDC. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
7. Notice in writing to a proposer and the subsequent execution of a written agreement shall constitute the making of a contract. No proposer shall acquire any legal or equitable rights or privileges whatever until the contract is signed.
8. The contract will contain the relevant provisions of this Request for Proposals, the accepted proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. NDC reserves the right to negotiate modifications with any proposer who has submitted a proposal.
9. In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.
10. NDC has the right to cancel this Request for Proposals at any time and to reissue it for any reason whatsoever, without incurring any liability and no proposer will have any claim against NDC as a consequence.
11. Any amendments made by NDC to the Request for Proposals will be issued in writing and sent to all who have received the documents.
12. NDC is not liable for any costs of preparation or presentation of proposals.
13. An evaluation committee will review each proposal. NDC reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
14. Proposers may amend their proposal up to the closing date and time by e-mail. After the closing date and time a proposal may not be amended but may be withdrawn by the proposer at any time prior to acceptance.
15. The Access to Information and Protection of Privacy Act will define the Contract Authority's responsibilities with respect to any information received by it pursuant to the RFP process.
16. One of the priorities of NDC is to ensure Inuit, Local, and Nunavut businesses supply materials, equipment, and services, and that Inuit, Local and Nunavut labour is used to the fullest extent practical on any NDC contract. Therefore, the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy applies to this Request for Proposals. To receive the benefits of this Policy, proposers are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.  
  
Proposers can obtain information about the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy from the Department of Economic Development and Transportation, NNI Secretariat, tel. (867) 975-7835 or fax (867) 975-7870. A registry of approved Nunavut businesses can be accessed at the website <https://nni.gov.nu.ca>. A listing of approved Inuit owned firms can be obtained from Public Works and Services, or from Nunavut Tunngavik Inc. (NTI).
17. Proposals may be short-listed. Proposers who are short-listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proposer.

18. The proposal and accompanying documentation submitted by the proposers are the property of NDC and will not be returned.

## **Terms of Reference**

### **Background:**

The Nunavut Development Corporation (NDC) invites proposals from qualified agencies interested in buying arts and crafts on behalf of the Nunavut Development Corporation in Nunavut for fiscal years 2023/26 with the option of a one-year renewal period for fiscal 2027/2028.

The NDC Sales Division is based in Mississauga, ON. The Sales Division's art procurement strategy is multi-phased. They purchase approximately \$0.5 million of Nunavut sculpture, art and other handcrafted goods produced in the Territory on an annual basis. The Sales Division's buying activity translates into approximately 30 income earning positions annually for Nunavut artists as measured by the Corporation's Investment Policies and Guidelines.

NDC is looking to develop a commercial relationship with a qualified buyer that will provide ongoing access to local community artists, such as but not limited to Cape Dorset artists and their sculpture. Proposers will have to demonstrate strong knowledge of the Nunavut carving sector. They will need to have their own location from which to purchase, store and ship artwork destined for the Sales Division. Proposers will be responsible for their own working capital requirements. Proposers should also demonstrate their ability to access the necessary supplies of reasonably priced packing and shipping & material (bubble wrap and boxes). Proposers will also have in place an invoicing system that allows for the level of detail necessary to support payment.

Proposers should clearly set out credit or payment terms that will be in place should they be successful. They should also clearly identify quality control practices that ensure carvings acquired are of the level of quality desired and address the packing and shipping methods that will be taken to ensure the sculpture arrives at the Sales Division in the same condition as when originally purchased, without damage or previously repaired damage

The Sales Division shall retain the right to negotiate the price charged by the buyer on any and all carvings if, in the opinion of the Corporation, the quality of the carving is deemed not to reflect the price charged to the Corporation. If a satisfactory agreement cannot be reached then NDC retains the right to return the carving(s) to the buyer at their sole cost, which includes but not limited to the shipping & handling cost. Proposers should also identify their damaged goods policy in terms of how carvings damaged in transit will be dealt with and at whose cost, such as:

- Any item arrived damaged and deemed worth incurring cost of repair, the Corporation will charge the repair fees to the Proposer at sole discretion of the Corporation.
- Damaged or previously damaged & repaired items deemed not worth incurring repair cost will be sent back to Proposer at sole discretion of the Corporation, and at the Proposer's sole cost, which includes but not limited to the shipping & handling cost

Proposers should address the administrative system in place that will allow for NDC officials to intermittently monitor prices paid to artists and compare such against prices charged on the invoices to the Corporation. The Proposer should have an item numbering system in place that will allow NDC to trace back the carving to the actual purchase date in order to verify price paid to the artist as evidenced by the artists' acknowledgement and a brief description of the sculpture.

Proposers are to clearly identify their fee for providing such a service on a contract basis. Proposers should specify their fee as a commission charged on cost and clearly identify any other cost items that may be charged back to NDC. Proposers are also encouraged to clearly identify any unique or innovative

price options available to the Corporation; innovative approaches in the area of pricing will be viewed favourably.

For the purposes of the RFP Proposers should factor for approximately \$400,000 in estimated sculpture purchases annually as a base from which to assemble their proposal. NDC is in no way bound however by the estimated \$400,000 threshold; it is provided only as a guideline for Proponents when considering the various aspects of their proposal.

### **Scope of Services**

1. In close communication with the Sales Division and using the buyer's own working capital to finance the purchase of Nunavut made sculpture, buy sculpture from local artists in the quantity and variety required as predetermined by the Sales Division.
2. Providing all necessary packaging and shipping materials, the buyer is required to pack and ship the carvings in a method acceptable to NDC. Carvings must be individually bubble wrapped and placed in reinforced cardboard boxes for air transport via Iqaluit for delivery to the NDC Sales Division located in Mississauga. NDC will incur all south-bound air freight costs associated with any shipment purchased on behalf of NDC; any local cartage costs to and from the airport will be the responsibility of the buyer.
3. The Buyer to provide detailed invoicing to support each shipment; invoicing to clearly identify each carving included in the shipment, the carvers name and the price paid to the individual carver. The invoice should reference a unique item number for each carving included in the shipment that will allow NDC to trace the carving back through the records of the buyer to verify the price paid by the buyer to the artist as evidenced by the artist's acknowledgement of the price received and a brief description of the sculpture.
4. Buyer's invoice to clearly identify all commission charges associated with each shipment; GST or HST also to be shown separately.

### **Qualifications**

It is expected that the successful proposer will have the following skills, knowledge and experience:

- Several years of experience in the Nunavut arts & crafts sector with a specific background in the acquisition of stone sculpture directly from Nunavut artists
- Familiarity with the Cape Dorset and Nunavut wide carving sector, knowledge of local carvers and their respective carving styles.
- Established organization, with necessary infrastructure and working capital to support the buying requirements of the NDC Sales Division

The Proposer will be required to work in close collaboration with NDC Sales Division.

### **Sub-Contracting**

The successful proponent is responsible for paying all work that is sub-contracted to others.

### **Project Contact**

For the purposes of the provisions of information surrounding this contract or the administration of the contract, the project contact is:

Yusun Ha  
General Manager  
Nunavut Development Corporation Sales Division  
6675 Millcreek Drive, Unit #4  
Mississauga, ON L5N 5M4  
Phone: 1-800-509-9153 / 905-542-3274

Fax: 1-800-509-9154 / 905-542-3273  
Email yha.ndcorp@bellnet.ca

## **Proposal Evaluation**

### **Selection Methods**

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved. Proposers should be aware that certain mandatory requirements have been set out in the Terms of Reference. Proposals that fail to provide these requirements shall be deemed not responsible and will not be evaluated.

### **Rating**

The evaluation team will utilize specific criteria to rate each proposal. Ratings will be confidential, and no details will be released to any of the other proposers.

### **Proposer Response Guidelines**

The following information should be provided in each proposal and will be utilized in evaluating each proposal submitted. Proposers may focus on all or some aspects identified in the Terms of Reference. The proposal must include information as follows:

### **Fees and Expenses**

Using the estimated \$ 400,000 in carving purchases, the proposal must contain specific contractor cost information as follows:

- a) Cost detail, clearly identifying the commission rate(s) to be charged by the Proposer on carvings purchased on behalf of NDC under this agreement. The proposer must indicate whether the commission identified includes such costs as packing and shipping material (boxes, bubble wrap, tape) and local cartage or whether these cost items will be billed separately. Proposer should identify any other overhead cost items that may be charged back such as phone, fax, courier, printing, or other service fees.
- b) Identify any innovative pricing options or volume-based adjustments that may be offered
- c) Identify Payment Terms
- d) Prices must be stated in actual dollars and cents expressed in Canadian funds.
- e) NDC will pay the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST); however, do not include GST or HST in your proposed pricing.
- f) The cost criteria will be adjusted in accordance with the NNI policy for the amount of work to be done by Inuit, Nunavut, and/or Local businesses and for the amount of work to be done by Inuit and/or Nunavut and Local residents.

### **Proponent's Team's Knowledge, Skill and Past Experience**

The Proposer is to describe the capability of the resources proposed to meet the requirements described in the terms of reference. The proposal shall include the following:

- a) For each team member proposed, the proponent should submit a complete personal resume.
- b) The Proposer will include related experience of the company, including similar jobs that have completed identifying a company name, contact person and phone number that we may contact for a reference.

## **Methodology**

A description indicating how and in what ways the Proposer will satisfy the requirements set out in the terms of reference. Key areas that should be addresses in the proposal include:

- a) Access to artists; how will the Proposer engage local artists and encourage them to produce in the form, volume and at the price points sought by the NDC
- b) Financial Capacity; does the Proposer have the ability to finance the carving purchases in the volumes identified, using their own working capital, until payment from NDC is received. Also, identify the chartered bank(s) of the Proposer.
- c) Buying Facilities; are the Proposers physical facilities (i.e. buildings) adequate for buying, storing and shipping sculpture to NDC.
- d) Technology; identify how new and emerging technology (i.e. broadband, digital imagery) may be used to support NDC's buying requirements
- e) Administrative Framework; identify the Proposers administrative systems and processes that will be used to record and track the cost of all carvings bought on behalf of NDC.
- f) Packing Material; how and from where will packing material be sourced and stored.

## **Corporate Profile**

Proposers to provide Corporate Profile highlighting such areas as business history, current standing, office locations, jurisdiction of incorporation / registration, Inuit firm status, Nunavut firm status and any strategic partnerships with other firms or agencies.

## **Nunavummi Nangminiqagtunik (NNI) Policy**

One of the priorities of NDC is to ensure that Inuit, Local, and Nunavut businesses supply materials, equipment and services, and that Inuit, Local and Nunavut labour are used to the fullest extent practical on any NDC contract. Therefore, NNI Policy applies to this Request for Proposal. To receive the benefits of this Policy, proposers are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.

## **Inuit Preference**

In compliance with Article 24 of the Nunavut Land Claims Agreement, NDC will provide consideration for the use of Inuit firm's goods and services, and for Inuit labour. Proponents should describe fully the proposed Inuit content. This Inuit content will be the percentage of work completed by an Inuit firm listed on the registry of Inuit firms available from Nunavut Tunngavik Inc. (NTI) and the amount of Inuit

employment created.

## Schedule

It is expected that the contract will be awarded the week of September 25, 2023 with a start-up meeting (teleconference) ideally occurring that same week or the following week.

*Any pertinent reference material in the possession of the Nunavut Development Corporation will be made available to the successful proposer upon initiation of the project.*

Each proposal will be evaluated using the following criteria:

### PROPOSAL RATING SCHEDULE

Item	Rating Criteria	Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Price/fees (adjusted for Inuit/Nunavut/Local content)		35%	
2	Proponent's Team Knowledge, Skill and Past Experience		25%	
3	Methodology		15%	
4	Corporate Profile		10%	
5	Inuit Content	Inuit Labour	10%	
		Inuit Firms	5%	
<b>PROPOSER:</b>		<b>TOTAL:</b>		

### Comments:

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**Committee Member:** \_\_\_\_\_

**Date:** \_\_\_\_\_



LEGEND:	RATING POINTS:
A – Evaluation Points Awarded	Poor 1 - 3 points
B – Weighting Factor	Fair 4 - 6 points
C – Sub-Total Weighted Score (A times B)	Good 7 - 8 points
	Excellent 9 - 10 points

**Pro-Forma Contract**

The following *Pro-Forma* contractual agreement outlines key contractual requirements of NDC that are considered important to NDC and will be substantially incorporated into any resultant contract.

**AGREEMENT**

BETWEEN: THE Nunavut Development Corporation, (hereinafter referred to as "NDC")

OF THE FIRST PART

AND: *(Insert the name of the contractor)* of the *(City/Town/Hamlet)*, *(Territory/Province)*, (hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS NDC has requested the Contractor to provide certain services;  
 AND WHEREAS the Contractor has agreed to provide such services to NDC;  
 AND WHEREAS NDC and the Contractor wish to set out the terms and conditions relating to the provision of such services;  
 THEREFORE NDC and the Contractor agree as follows:

DEFINITIONS:

"Contracting Authority" means the President of the Nunavut Development Corporation or his/her authorized delegate;

1. SERVICES AND PAYMENT

1.1 The Contractor agrees to provide to NDC those services set out in the Request for Proposal, "#01-2023 Arts and Crafts Buyer –Nunavut Made", reference \_\_\_\_\_ and attached as Appendix "A" hereto and the Contractor's Proposal, dated *(DATE OF PROPOSAL)* and attached as Appendix "B" hereto (the "Services") to the full satisfaction of NDC.

1.2 NDC agrees to pay for the services, a total amount not greater than *(INSERT AMOUNT OF CONTRACT) Dollars (\$\_\_\_\_\_)* based on the formula set out in Appendix B hereto

1.3 The Contractor and NDC have mutually agreed upon the following terms, and nothing will supersede the terms listed in this part:

1.3.1 *(insert in this section any negotiated items or terms that differ from the proposal and/or RFP)*

## 2. TERM

2.1. This Contract shall commence on the \_\_\_th day of \_\_\_\_\_, 20\_\_ and terminates on the \_\_\_ day of \_\_\_\_\_, 20\_\_, unless otherwise terminated or extended in accordance with the provisions of this Contract.

2.2 All terms and conditions of this contract will remain in effect in the event that a term extension is granted. NDC, in its sole discretion, will advise the contractor in writing on or before the 31<sup>st</sup> of December 2026 of its intention whether or not to extend the term of the existing contract for an additional one (1) year term.

## 3. NOTICE AND ADDRESS

3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

i) If, to NDC:

*Yusun Ha*

General Manager

Nunavut Development Corporation Sales Division

6675 Millcreek Drive, Unit #4

Mississauga, ON L5N 5M4

Phone: 1-800-509-9153 / 905-542-3274

Fax: 1-800-509-9154 / 905-542-3273

Reference: NDC#01-23 Arts and Crafts Buyer – Nunavut Made

ii) If to the Consultant, at:

*(CONSULTANT NAME, STREET AND MAILING ADDRESS AND CONTACT PERSON AND FACSIMILE NUMBER)*

3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

## 4. ENTIRE AGREEMENT

This contract comprises the entire agreement between the parties hereto and

NUNAVUT DEVELOPMENT CORPORATION

supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

## 5. GENERAL TERMS

5.1 Any information obtained from, or concerning NDC or its subsidiaries, or clients of NDC or its subsidiaries, by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of NDC and in the possession of or under the control of the contractor. This clause survives the termination of this contract.

5.2 Time shall in every respect be of the essence.

5.3 The Contractor is an independent Contractor with NDC and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between NDC and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.

5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.

5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.

5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.

5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in NDC and the Contractor hereby absolutely assigns to NDC the copyright in the property for the whole of the term of the copyright.

5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.

5.9 This contract may be extended by the written consent of the parties.

5.10 The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other officer, employee or agent of NDC.

5.11 This contract shall ensure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

## 6. CONTRACTOR RESPONSIBILITIES

6.1 The Consultant shall indemnify and hold harmless, NDC, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs,

damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the Contractor under this contract.

6.2 The Consultant shall be liable to NDC for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Contractor's control.

6.3 In the event that the Consultant is, in the opinion of the Contracting Authority, in default in respect of any obligation of the Contractor hereunder NDC may do any act as it deems necessary to rectify such default and NDC may deduct or set off the cost of such rectification against any payment due the Contractor.

6.4 ASSIGNMENT: The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the NDC. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the Controller of NDC must be obtained, pursuant to S.69(4) of the *Financial Administration Act (Nunavut)* as amended or reenacted in successor legislation during the term of this Contract.

6.5 The Consultant shall keep proper accounts and records of the services for a period of three years after the expiry of this agreement. At any time during the term of this contract or any extension set out herein, the Contractor, upon the request of NDC shall produce such accounts and records.

6.6 The Consultant shall notify NDC immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this contract.

6.7 In the event that the provision of these services creates a conflict with any other party that the Consultant may represent, NDC shall be advised of the conflict immediately.

#### 6.8 Confidential Data

a) Except as required in the performance of services set out in this agreement, the Consultant must maintain as confidential all data and information made available to the Consultant, NDC, or any other parties which is generated by or results from the Consultant's performance of the Services described in this Contract. All such data and information is the property of NDC. This clause shall survive the termination of the Contract.

### 7. TERMINATION

7.1 NDC may terminate this contract at any time without penalty upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labour dispute delays or threatens to delay timely performance of the contract or the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect.

7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice NDC for work performed to the date of termination.

### 8. FINANCIAL

8.1 NDC, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such hold back shall continue until the breach has been rectified to the satisfaction of the NDC.

8.2 NDC may set off any payment due the Contractor against any monies owed by the Contractor to NDC.

8.3 NDC will pay either the Goods and Services Tax (GST.) or the Harmonized Sales Tax (HST.)

8.4 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Contractors (as defined by the NDC NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.

8.5 NDC may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a Subcontractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or Subcontractor.

## 9. INSURANCE

The Contractor shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or Subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the NDC.
- b) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:

- ~ Products & Completed Operations Liability \*
- ~ Contractor's Protective Liability
- ~ Blanket Contractual Liability
- ~ Broad Form Property Damage
- ~ Personal Injury Liability
- ~ Cross Liability
- ~ Medical Payments
- ~ Non-owned Automobile Liability \*
- X Contingent Employers Liability \*
- X Employees as Additional Insureds \* *WHERE APPLICABLE*

c) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of NDC while in the care and custody of the Contractor during any transit, warehousing and delivery services called for by the contract.

All policies shall provide that thirty days written notice be given to NDC prior to any material changes or cancellations of any such policies.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor shall deposit with NDC prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to NDC and with insurance companies satisfactory to NDC.

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of the date and year entered below.

FOR THE NUNAVUT DEVELOPMENT CORPORATION:

FOR THE CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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