

## **Request for Proposal**

Nacho Nyak Dun Development Corporation

### **Business Development Services**

Contact for Questions:	Jennifer Murtagh, Chief Financial Officer cfo@nnddc.ca
Deadline for Submission:	May 30, 2025
Proposal Submission Email:	cfo@nnddc.ca

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## **PART 1 Introduction**

Nacho Nyak Dun Development Corporation (“NNDDC”) is requesting proposals from qualified and reputable Business Development Contractors to support the growth and diversification of our portfolio, which may include ventures in reclamation and mining, energy, aviation, infrastructure, and other sectors. Focus will be placed on asset and/or equity opportunities.

The contracted Proponent will be awarded a month-to-month contract.

## **Part 2 Instructions to Proponents**

### **2.1 Proposal Submission**

Proponents should read and follow the instructions set out in this Request for Proposal (“RFP”), as any variation from them may result in a proposal being rejected.

Proposals must be submitted electronically by email to [cfo@nnddc.ca](mailto:cfo@nnddc.ca) and should be addressed to the Chief Financial Officer (“CFO”). Any proposals sent by mail or facsimile will either be returned to the Proponent or destroyed.

Proposals must be received at the email above address before:

5:00 p.m PST on Friday, May 30, 2025

Proposals received after this time will not be considered regardless of the reason for their late delivery. Delivery of proposals prior to the above stated time is the responsibility of proponents.

### **2.2 General Proposal Instructions**

Proposals submitted by a partnership must be signed by at least one individual authorized to respond to the RFP.

Proposals must be written in English. Any proposals or parts of proposals not written in English will not be reviewed.

By submitting this proposal, the Proponent agrees that the Proponent has investigated all conditions that will affect the work and assumes all risks regarding these conditions.

### **2.3 Award of Contract**

The proposal submitted will form the basis of a contract between NNDDC and the successful Proponent. NNDDC need not accept the lowest priced, the highest ranked, or any proposal and reserves the right to reject or accept any proposal without further explanation.

This RFP does not commit NNDDC to award a contract. NNDDC reserves the right to reject all proposals, terminate this RFP, and proceed with business development services in some other manner at any time for any reason. Proponents are solely responsible for their own expenses of preparing, presenting, and delivering their proposals.

## **2.4 Proposal Withdrawal or Alteration**

Submitted proposals may be withdrawn prior to the proposal closing time by submitting a written withdrawal request, executed by the Proponent, to the proposal submission email address. The proposal will then be deleted without review.

Proposals may be altered at any time prior to the closing time. The last proposal received shall supersede and invalidate all proposals previously submitted for that Proponent. Altered proposals can be sent to [cfo@nnddc.ca](mailto:cfo@nnddc.ca).

## **2.5 Inquiries and Proposal Questions**

All inquiries related to this RFP should be directed to the CFO prior to the deadline for Proponents to submit questions at [cfo@nnddc.ca](mailto:cfo@nnddc.ca).

Inquiries and responses will be recorded and may be distributed to all Proponents at NNDDC's discretion. NNDDC reserves the right not to respond to any inquiry or request received, including if the inquiry or request is received without sufficient time before the closing time.

Proponents are responsible for checking the RFP and related documents for completeness. Proponents finding discrepancies or omissions in this RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the CFO.

# **Part 3 General Information**

## **3.1 Background**

### ***Nacho Nyak Dun Development Corporation***

NNDDC was created in 1997 with a mandate to be the primary active business arm for the First Nation of Na-Cho Nyak Dun citizens. FN-NND's Traditional Territory is located in the northeast Yukon with the central government being located in the community of Mayo.. Guided by our Nation's Final Agreements and other foundational documents, we strive to balance economic growth with financial stewardship, cultural preservation, and reconciliation.

Our organization is proudly guided by the traditional laws of our Nation, known as Dooli - the principles of Sharing, Caring, Respect, and Teaching. In addition to operating under Canadian

laws and business regulations, all employees, contractors, and representatives must uphold the laws and governance the First Nation of Na-Cho Nyäk Dun and work in a manner that reflects Dooli in every interaction.

NNDDC develops and manages business interests that provides services to the community through investment in and managing of local businesses and real estate. NNDDC also works with other businesses that invest in and operate in the FN-NND's Traditional Territory through joint ventures, partnerships, and contracts to provide services and supplies by NNDDC businesses, business opportunities to FN-NND business, and employment opportunities for FN-NND citizens.

Proponents are invited to review NNDDC's website at [www.nnddc.ca](http://www.nnddc.ca).

## **Part 4     Scope of Work**

### **4.1    General Services Required**

The successful proponent will identify, develop, and steward high-impact business opportunities that align with NNDDC's Strategic Plan, which has been guided by the Nation's vision for economic sovereignty, environmental stewardship, and community prosperity.

This position focuses on major industrial and infrastructure initiatives — including reclamation, mining, energy, aviation and critical infrastructure — while upholding the values and commitments enshrined in our Final Agreement, Impact and Benefit Agreements (IBAs), Community Benefit Agreements (CBAs), and other project-related agreements. The ideal proponent will be a relationship builder, deal-closer, and advocate for the meaningful socio-economic participation of NNDDC in appropriate opportunities both within and outside of the Traditional Territory.

### **4.2    Key Qualifications**

Strategic Business Development:

- Proactively identify, assess, and pursue new business opportunities and strategic partnerships in targeted markets that drive asset maximization, long-term value, and net profit growth.
- In support of the executive team, build and maintain relationships with proponents in the resource, utility, and infrastructure sectors and other Development Corporations, appropriate experts, industries, government bodies, etc. to develop opportunities, share information, and develop joint solutions.
- Present vetted project and development opportunities that align with NNDDC's strategic plan, organizational goals and community values, increasing profit and/or cost efficiencies.
- Conduct feasibility studies, business cases, and market analyses to evaluate opportunities, and provide recommendations.

- Develop and implement strategies to grow and diversify the organization’s revenue base.

#### Partnerships and agreements:

- Work closely with the Chief Executive Officer and/or Chief Reinvestment Officer, or their designate, to uphold and advance the economic rights of the Nation through their Final Agreement, IBAs, CBAs, and other foundational or project agreements.
- Support the strategic development, monitoring, renewal, and implementation of cooperation agreements with industry partners.
- Maintain strong relationships with Citizen-owned businesses, partners, subsidiary management, proponents.
- Strengthen linkages between Citizen-owned business and the Development Corporation, its subsidiaries, and/or affiliated partners — with a focus on inclusive procurement, shared value, and long-term collaboration.
- Advocate for and help implement policies and practices that meaningfully include Citizen-owned businesses in major project delivery. This includes, but is not limited to, utilizing mechanisms that exist in the NND’s Final Agreement, IBAs and CBAs, Project Agreements, etc.
- Ensure that partnership activities reflect the Nation’s vision for self-determination, reconciliation, and sustainable prosperity.

#### Internal Collaboration and Knowledge Building

- Collaborate with other departments, subsidiaries, and senior leadership to ensure alignment between business development activities, organizational strategy, and operational readiness.
- Work with the larger team to complete project planning, management, and strategy.
- Support internal efforts to assess and track business performance and promote sustainability of the corporation’s enterprises.

#### Representation and Reporting

- Where requested and where feasible, represent the organization at industry events, government meetings, and Indigenous business forums.
- Provide clear and consistent reporting on business development pipeline, partnership activities, and strategic growth metrics.
- Maintain up-to-date records and forecasting tools, using CRM and internal systems.

## **Part 5      Qualifications**

### **5.1   Requirements**

The successful proponent will have:

- Bachelor's degree in Business, Commerce, Economic Development, or related field. Where this is not possible, a minimum of 5+ years' experience in business development, Indigenous partnerships, or industry relations is a requirement.
- Demonstrated experience in deal-making, strategic partnerships, and corporate development.
- Knowledge of Indigenous governance, treaties, in particular the Umbrella Final Agreement, and principles of self-determination is a strong asset.
- Excellent negotiation, communication, and relationship-building skills.
- High level of political and cultural awareness and a strong financial acumen.
- Commitment to decolonization and an anti-racist and inclusive workplace
- Commitment to support circular workflow and team collaboration on files and projects.
- Self-motivated and able to manage multiple priorities in a fast-paced, high-responsibility environment.
- Proficient with Microsoft Office suites (Word, Excel, PowerPoint) and Google suites (Gmail, Google Drive).
- Willingness to travel as needed.

## **5.2 Preferred**

- MBA or similar credentials.
- Experience working with Indigenous communities, joint ventures, or in industrial services, preferably in a Yukon or northern context.
- Experience working for an Indigenous Development Corporation.
- Familiarity with northern Canadian resource, environmental, infrastructure and/or energy sectors.

# **Part 6 Proposal Evaluation Criteria**

## **6.1 Proposal Submission**

The proposal must be submitted in accordance with the instructions in Section 2 ("Instructions to Proponents") of this RFP. The contents and documentation requirements for the proposal are outlined below and must be strictly adhered to.

When responding to this RFP, please follow all instructions carefully. Please submit the proposal contents according to the outline specified and submit all electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in elimination from further consideration.

The package should include the following elements:

1. Cover letter expressing interest and availability.
2. Resume or organizational profile, including relevant experience.

3. Proposed work plan and approach to supporting the scope, including estimated hours required to fulfill contract duties.
4. Hourly rate or other compensation structure proposal.
5. Schedule 1: References
6. Any assumptions made

## 6.2 Evaluation of Proposals

### 6.2.1 Evaluation Process

Proposals will be initially reviewed and assessed by members of NNDDC's staff. NNDDC's management may consult with others, including third party consultants and references, as NNDDC's staff may decide is required at their discretion.

Scoring will be allocated on the basis outlined in Sections 6.2.2 and 6.2.3. At the conclusion of this process, Proponents will be ranked based on their total scores.

NNDDC's management will review the top two Proponents' evaluations and select the successful Proponent.

### 6.2.2 Criteria Weighting

Evaluation of the proponent's response will be based on:

<b><u>Criteria</u></b>	<b><u>Weight</u></b>
Qualification and Experience of Firm and Key Personnel	25 points
Understanding of and Ability to Meet NNDDC's Needs	25 points
Fees / Cost	20 points
Proposal Clarity and Presentation	10 points
Additional Information / Value Add	10 points
References	10 points
<b>Criteria Total:</b>	<b>100 points</b>

Points for Price will be awarded as follows:

- The proposal with the lowest price will be awarded 100 points. All other proposals will be awarded the number of points resulting from the following formula:

Next proposal price - (lowest proposal price / next proposal price) x 100 points = number of points awarded.



### 6.2.3 Evaluation Criteria

Each criteria will be awarded a percentage of the maximum score in each area according to the following scale:

<u>%</u>	<u>Summary</u>	<u>Description</u>
100	Excellent	Superlative response that surpasses NNDDC's requirements
85	Good	Sound response that fully meets NNDDC's requirements
70	Acceptable	Acceptable response that meets the basic requirements with acceptable risk
50	Weak	Weak response that fall short of meeting the basic requirements
25	Unacceptable	Unacceptable response deficient in many areas; poses serious risk
0	Deficient	Response completely unacceptable or not available

### 5.3.4 Other Evaluation Considerations

Proposals will only be evaluated on the basis of criteria listed in this RFP document and only on information contained in the proposals submitted prior to proposal closing.

NNDDC may request clarification from a Proponent with respect to the contents of its proposal. Such clarification may not result in a material or substantive change to the proposal. Proponents must ensure that the information they provide includes sufficient material to assess the Proponent's capabilities in the areas indicated. Proposals will be graded to reflect the quality of the response.

NNDDC may disqualify a Proponent or rescind a contract subsequently entered into if the Proponent's response contains misrepresentations or any other inaccurate, misleading, or incomplete information.

Submissions may not be evaluated if the Proponent's current or past corporate or other interests may, in the opinion of NNDDC, give rise to a conflict of interest in connection with this project.

## Part 7 General Conditions of the Contract

### 7.1 General

By submitting a proposal, a Proponent agrees that, upon proposal acceptance, the Proponent will enter into a contract with NNDDC based on the pricing submitted in the proposal, in the form proposed by NNDDC and subject to such changes as may be negotiated by the parties, acting reasonably, to those terms not specified in the proposal. The successful proposal or any portion thereof may form part of the contract at NNDDC's discretion.

### 7.2 Reservation of Rights

Notwithstanding any other section of this RFP or any practice or custom of the trade or industry, NNDDC, in its discretion, reserves the complete right to, at any time and from time to time, do any or all of the following:

- a. accept any proposal;
- b. disqualify a Proponent from this RFP;
- c. reject any proposal for any reason;
- d. reject all proposals for any reason, terminate this RFP process and, if NNDDC elects, obtain or proceed with business development services in some other manner, including by conducting a new procurement process;
- e. accept a proposal which is not the lowest cost proposal even if the lowest cost proposal conforms in all respects with the requirements set out in this RFP;
- f. accept a proposal that does not comply with the specifications set out in the contract;
- g. reject a proposal even if it is the only proposal received by NNDDC;
- h. not proceed to review and evaluate, or discontinue the evaluation of, any proposal;
- i. receive further information from any Proponent or refuse to receive further information from any Proponent;
- j. negotiate the contract and other terms with any Proponent;
- k. award a contract to whomever NNDDC in its discretion deems appropriate and in the best interest of NNDDC; and
- l. Object to a proposed subcontractor for reasonable cause, in which case NNDDC will permit a Proponent to propose a substitute subcontractor acceptable to NNDDC.

NNDDC may, in its discretion, reject any proposal which fails to conform to or includes qualifications to the requirements of this RFP, which is materially incomplete, obscure, or irregular, which contains exceptions or variations, or which omits any material information required to be submitted. Notwithstanding anything to the contrary in this RFP, NNDDC may in its discretion (and if it is deemed to be in the best interest of NNDDC) retain any such proposal for consideration and may waive any or all of the foregoing, on such terms and conditions as NNDDC may consider appropriate, and consider such proposal in the same manner as proposals that fully conform to the requirements of this RFP without qualification.

NNDDC will perform a regular review of the relationship with the successful Proponent to ensure service is satisfactory. If any deficiencies in service or support are encountered, NNDDC

reserves the right to terminate this contract at any time. The judgement of those deficiencies is at the sole discretion of NNDDC.

### 7.3 Irrevocable

All proposals will be irrevocable for a period of one hundred and twenty (120) days from the Closing Date for proposals or until a contract is signed with the successful Proponent(s), whichever comes first.

### 7.4 Proponent's Expenses

Proponents are solely responsible for their own expenses incurred in connection with this RFP, including in preparing and submitting Proposals, and for any meetings, negotiations or discussions with NNDDC or its representatives and consultants.

### 7.5 No Claims

By submitting a proposal, each Proponent agrees that NNDDC and its employees, advisors and representatives will not under any circumstances be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a proposal, participating in this RFP process or other activity related to or arising out of this RFP process, including if NNDDC for any reason cancels this RFP process, rejects any or all proposals, fails to identify or correct a discrepancy in a Proponent's proposed pricing, accepts any compliant or non-compliant proposal or breaches any duty of fairness, express or implied term of the proposal documents or other duty to the Proponent.

### 7.6 Confidentiality

All proposals become the property of NNDDC and will not be returned to the Proponent. All proposals will be held in confidence by NNDDC unless otherwise required by law.

By submitting a proposal, the Proponent represents and warrants to NNDDC that the Proponent has complied with applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to NNDDC and the use, distribution and disclosure of such information as part of the proposal for the purposes of, or in connection with, this RFP.

### 7.7 No Solicitation

Proponents and their directors, officers, employees, agents and other representatives should not engage in any form of lobbying whatsoever to influence the outcome of this RFP or attempt to communicate directly or indirectly with, or make any representation or solicitation to, any director, officer or employee of NNDDC (except the CFO) with respect to this RFP, whether before or after submission of a proposal. If a Proponent or any of its directors, officers, employees, agents and other representatives contravenes the foregoing, NNDDC may, in its discretion, terminate that Proponent's continued participation in this RFP or reject or not accept a proposal from that Proponent.

## 7.8 Electronic Communication

The following provisions will apply to any email communications with the CFO, or the delivery of documents to the CFO by email where such email communications or deliveries are permitted by the terms of this RFP:

- a. NNDDC does not assume any risk or responsibility or liability whatsoever to any Proponent:
  - i. for ensuring that any electronic email system being operated for NNDDC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
  - ii. if a permitted email communication or delivery is not received by NNDDC, or received in less than its entirety, within any time limit specified by this RFP; and
- b. all permitted email communications with, or delivery of documents by email to, the CFO will be deemed as having been received by the CFO on the dates and times indicated on the CFO
- c. 's electronic equipment.

## 7.9 No Promotion

The successful Proponent will not disclose or promote its relationship with NNDDC, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, or other written materials, without the express written consent of NNDDC.

## 7.10 Licensing

The Proponent should be licensed or eligible to be licensed, certified or authorized to provide the services outlined in this RFP and to the full extent required by law. The Proponent acknowledges that NNDDC reserves the right to verify any information in this regard and that failure to comply may result in disqualification of the Proponent from this process.

The Proponent warrants that the Proponent, both the Contractor and any of their team,, is competent to perform the work required outlined in this RFP, including the appropriate qualifications, knowledge, skill and ability, and experience, to perform the work.

## 7.11 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with NNDDC. NNDDC may disqualify any Proponent that in NNDDC's opinion:

- a. has an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future; or
- b. would be in a conflict of interest if the Proponent is awarded a contract.

By submitting a proposal, a Proponent warrants that, to the best of its knowledge and belief, no actual or potential conflicts of interest exist with respect to the submission of the proposal, other than as disclosed in the proposal. Where NNDDC discovers a Proponent's failure to disclose an actual or potential conflict of interest, NNDDC may, in addition to any other remedies available, disqualify the Proponent.

NNDDC may disqualify a Proponent if an NNDDC employee or subcontractor is a member of the Proponent team, whether as an employee or as a subcontractor, sub-consultant or specialist.

#### 7.12 Negotiation of Contract and Award

When NNDDC selects a successful Proponent, then it will enter into discussions with that Proponent to clarify any outstanding issues and attempt to finalize the terms of the contract, including financial terms.

If at any time NNDDC reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached with a successful Proponent within a reasonable time, NNDDC may at its discretion give the successful Proponent written notice to terminate discussions, in which event NNDDC may either open discussions with another Proponent or terminate this RFP and proceed with business development services in some other manner.

If discussions are successful, NNDDC and the successful Proponent will finalize discussions for a contract, and NNDDC will submit the contract for review and approval by the Board of Directors. Approval of the Board of Directors is required in order for NNDDC to execute the contract.

#### 7.13 The Contract

If negotiations are successfully concluded with the preferred Proponent, NNDDC will provide the successful Proponent with three (3) copies of the contract to be executed.

NNDDC expect that within five (5) Business Days of the successful Proponent's receipt of the contract, the Proponent will deliver it to NNDDC fully executed, failing which NNDDC may at its discretion give the successful Proponent written notice to terminate discussions, in which event NNDDC may either open discussions with another Proponent or terminate this RFP and proceed with business development services in some other manner.

Changes to the contract will only be made on receipt of written instructions from NNDDC. Any resulting adjustments to the contract price will be agreed upon by NNDDC and the Proponent and will represent the reasonable and proper costs incurred by, or savings accruing to, the Proponent.

Without the prior written consent of NNDDC, the successful Proponent will not assign or sublet this contract or any of the Proponent's rights, benefits, or monies accruing hereunder, and any purported assignment without such consent will be void.

#### 7.14 Receipt of Complete RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any addenda. A submitted proposal will be deemed to have

been prepared on the basis of the entire RFP issued prior to the Closing Time, including any addenda. NNDDC accepts no responsibility for any Proponent lacking any portion of this RFP. The submission of a proposal constitutes a representation by the Proponent that it has verified receipt of the complete RFP, including any addenda.

#### 7.15 Examination of RFP and Contract Documents

Proponents will be deemed to have carefully examined the RFP and any addenda, including all attached appendices, prior to preparing and submitting a proposal. While NNDDC has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by NNDDC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to this RFP.

#### 7.16 Incomplete Proposals and Errors

NNDDC may request clarification where, in the opinion of NNDDC, the proposal is incomplete or unclear. For unit price items, the unit price will govern. If an error is discovered in the calculated total price for a unit price item, based on the extension of the unit price by the estimated quantities in the Schedule of Fees/Cost Proposal (Schedule 2 of this RFP), or based on the addition of GST, then the total price may be revised by NNDDC to the correct amount based on the unit price and estimated quantity, or GST amounts.

#### 7.17 Invoicing and Payment

The successful Proponent should direct all invoices to the Financial Assistant. Invoices should be submitted electronically in .pdf format to [finance@nnddc.ca](mailto:finance@nnddc.ca). All invoices shall include the following information:

- a. Proponent's name/Address;
- b. Date of Invoice;
- c. Invoice Number;
- d. Invoice period (e.g. April 1 – March 31, 2025);
- e. GST shown separately and the GST registration number

Payment terms will be net thirty (30) days. Any contract entered into will be subject to, (have included), payment terms provided all terms and conditions on the part of the successful Proponent have been complied with, for payment of each invoice or progress payment within 30 calendar days after receipt of the invoice, or 30 calendar days after delivery of goods or services, whichever is later.

New vendors to NNDDC will be provided with the necessary documents to facilitate electronic funds transfer.

All payments shall be processed using electronic funds transfer or other digital payment methods which shall be deposited directly to the Proponent's bank account. If any deviation

from the accepted method of payment is necessary, such deviation shall be mutually agreed upon and confirmed in writing by both the Proponent and NNDDC.

If NNDDC fails to make payment to the Proponent within the payment terms described above, interest will be paid at the current Bank of Canada rate on such unpaid accounts provided such accounts are greater than \$100. Such interest will be calculated and added to any unpaid amounts monthly.

No payments will be made for any extension of the completion date for the contract given to the successful Proponent due to delay encountered during the execution of the contract, unless such a delay was caused by NNDDC.

#### 7.18 Government

Neither the acceptance of a proposal nor the execution of a contract will constitute approval of any activity or development contemplated in any proposal or the contract that requires any approval, permit or license under any federal, territorial, provincial or First Nation statute, regulation or by-law

This contract will be deemed to have been made in and will be interpreted and enforced in accordance with the laws in force in the Yukon.

The Proponent will comply with all laws and regulations applicable to the place of the work, whether Federal, Territorial, or Municipal, including the Fair Wage Schedule of the Employment Standards Act (Yukon), and will pay for all permits and certificates required in respect of the contract.

#### 7.19 Debriefing

Proponents may request a debriefing in writing to NNDDC within ten (10) calendar days of the execution of the contract. NNDDC will make reasonable efforts to accommodate such a request.

#### 7.20 Interpretation, Disputes, and Termination

Should any dispute arise concerning the meaning or intent of the contract, NNDDC will make a decision which will be final unless the Proponent disputes such decision by a written notice within 10 days of such decision, whereupon the dispute will be resolved according to the options listed below.

If a dispute cannot be resolved immediately by NNDDC's decision or negotiation between the parties, the dispute may be:

- a. Referred by either party for mediation before a Mediator 10 days after commencing negotiations; and
- b. Referred to arbitration 10 days following the end of such mediation, notwithstanding that other necessary parties will be bound by any arbitrated resolution of this dispute.

If neither party requires mediation or arbitration within 10 days after a written notice that negotiations or mediation are at an end, either party may refer the dispute to the courts or both may agree to proceed to mediation or arbitration.

NNDDC may at any time, upon 6 days' notice in writing to the Proponent, suspend or terminate the contract with or without cause. NNDDC's obligation to make payment to the successful Proponent will cease when payment for work satisfactorily performed has been made. Unless otherwise directed, the successful Proponent shall, until the date of termination, continue work on the project as appropriate and in consultation with NNDDC.

#### 7.21 Indemnification

The Proponent shall fully indemnify and hold harmless NNDDC from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to:

- a. errors or negligent acts or omissions by the Proponent;
- b. breach of this contract, breach of any statutory or professional duty by the Proponent; or
- c. any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs whatsoever to the extent arising from or related to the fault or legal responsibility of the Proponent.

For greater certainty, the term "Proponent" for the purposes of this indemnity clause includes the Proponent and its officers, employees, subcontractors, agents and successors and assigns. This indemnity clause survives the expiry or termination of this contract.



## Schedule 1: References

Please provide one (1) organization you have provided business development services to that are similar in scope as detailed within this RFP. Your references should reside within Yukon, and continue to be serviced by your organization.

NNDDC reserves the right to contact the references to confirm the nature of the work provided by a respondent, and to obtain additional information regarding the Proponent's performance. NNDDC will not enter into a contract with any Proponent whose references, in NNDDC's sole opinion, are found to be unsatisfactory.

<b><u>Reference #1</u></b>	<b><u>Details</u></b>
Organization Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Account Details	