



Grand Council Treaty 3 Representative Services

Request for Proposal:
Development of Investment Analysis
Policy Framework for
Treaty 3 Investment Group

RFP No. **GCT3-2018-009**

Date Posted: **Friday, August 10, 2018**

Deadline for Submissions: **Friday, August 31, 2018, 4:00 PM CT**

Responsible Department: **Treaty 3 Investment Group**

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1. Submission Instructions

Your firm or business is invited to submit a bid for the development of an investment policy framework for Treaty 3 Investment Group (“**T3IG**”), as described in the within request for proposal (“**RFP**”).

The deadline for submitted proposals is **Friday, August 31, 2018 at 4:00 PM CT** (the “**Submission Deadline**”).

Your submitted proposal should replicate the following information on its front cover:

RFP No. GCT3-2018-009	
Date Submitted:	_____
Bidder’s Legal Name:	_____
Bidder’s Address:	_____

Bidder’s Contact Person:	_____
Telephone Number:	_____
Facsimile Number:	_____
Email Address:	_____

Please address your complete proposal to: **Douglas W. Judson**
CEO, Treaty 3 Investment Group
Grand Council Treaty 3
401-B Mowat Avenue
Fort Frances, ON P9A 3M6

Email Addresses: **douglas.judson@treaty3.ca**
info@t3ig.ca

Bids must be submitted in electronic form to both of the above email addresses. Hard copies are not required. All bids must be submitted no later than the Submission Deadline. Email submissions will be accepted in software-generated PDF (i.e., no scans) or Microsoft Word format only. Confirmations of receipt will be issued in reply to email submissions.

A bid submitted in any other manner or late may be disqualified. The bid shall be irrevocably open for acceptance and binding on the bidder for ninety (90) days after the date it is submitted.

2. Background

a. Mandate

At the direction of our leadership, for the benefit and protection of the citizens of the Anishinaabe Nation, the administrative office of the Grand Council of Treaty 3 (“**GCT3**”) protects, preserves and enhances Treaty and Aboriginal rights.

This is achieved by advancing the exercise of:

- Inherent jurisdiction;
- Sovereignty;
- Nation-building; and
- Traditional governance; and
- With the goal of preserving and building the Anishinaabe Nation’s goal of self-determination.

We accomplish these goals with Treaty territory-wide approaches, in cooperation with communities, tribal councils, and organizations that are delivering programs to Anishinaabe citizens.

Within the Anishinaabe Nation in Treaty 3, our technical staff:

- Employ strategic approaches to designing governing models, service delivery and resource management options;
- Develop capacity building plans to match self-government priorities;
- Link political direction and service delivery through policy development and law-making for a national system;
- Propose implementation options for the realization of a national vision;
- Promote new ways of doing business;
- Provide policy and administrative support to the network of programs and services that operate in the Anishinaabe Nation;
- Promote efficient, effective, transparent, and accountable Anishinaabe services;
- Identify gaps and overlap in existing service delivery and create plans to reduce gaps and overlap;
- Act as a secretariat to the National Assembly and Grand Council; and
- Provide administrative support to Chiefs committees.

GCT3’s administrative office¹ supports the various councils of the Nation, including the National Assembly and the Chiefs Assembly, by contributing to the following activities:

- Policy analysis;
- Strategic planning;
- Policy design;
- Governance revitalization;

¹ Of note, GCT3 Representative Services (“**GCT3RS**”) is the legal entity that delivers GCT3 programs through the administrative office, and employs its staff, whereas the ‘Grand Council’ denotes the governing body of Treaty 3 chiefs. For the most part, GCT3 and GCT3RS can be read interchangeably in this document, but ‘Grand Council’ on its own refers to the assembly of Treaty 3 chiefs.

- Law-making;
- Historical research;
- Issue identification;
- Program development; and
- Coordination of technical and political working groups.

b. About Treaty 3 Investment Group

T3IG is an economic development and investment entity that is being created in accordance with resolutions of the Grand Council.

T3IG's mandate is to identify and develop investment opportunities that will benefit the Treaty 3 First Nations. By leveraging the collective resources and opportunities of 28 communities, we will be better positioned to pursue, attract, and implement high-quality, and larger-scale business and investment opportunities. T3IG is a key tool of self-determination. We want to help our communities to become economic leaders in their region.

The implementation of T3IG is being overseen by the GCT3 Economic Chiefs Committee (the "ECC"). This work is being carried out by a Chief Executive Officer that was hired in 2018.

Once fully operational, T3IG will be a limited partnership, wherein each of the participating First Nations will be limited partners. A corporation owned by the participating First Nations will be the general partner. The board of the general partner will make most decisions for the limited partnership.

The board is expected to be appointed via unanimous shareholder agreement in the near future, and will have representatives from each of the 4 directions of Treaty 3 territory.

c. Overview of the Project

GCT3 has committed to the prospective participating First Nations that the investment decisions of its board will be governed by a standardized investment policy framework that will be applied consistently to analyze and make recommendations of each opportunity. This will assist in the management of risk and conflicts of interest, and is consistent with governance best practices.

This framework is to be developed with reference to the list of investment criteria which was developed by GCT3 in consultation with the Treaty 3 First Nations. These criteria include economic criteria, business considerations, and other principles which align with the values and laws of the Anishinaabe Nation. The list of criteria that have been developed stipulate that T3IG will enter into investments which satisfactorily meet the following criteria:

- The soundness and comprehensiveness of the business plan;
- Fit within the values of T3IG and GCT3;
- Evidence strong growth or profit potential;
- Existing, positive cash flows (we prefer going concerns);
- Relatively low or manageable risks;
- Positive due diligence review in relation to financial, operational, and legal risks;
- The investment is meaningful (not just token participation);
- Evidence that the business is sustainable and has a durable competitive advantage, or can achieve one through our (or any partner's) participation;

- The business has broad consumer appeal – particularly for First Nation communities;
- There are significant barriers to entry by new competitors;
- Alignment with regional or local opportunities studies;
- The business aligns with the capabilities of T3IG and its partners;
- A sound management team is in place;
- Proposed partners or affiliates are respectful of Indigenous peoples and territories;
- Whether there are federal/provincial funding/matching commitments in place; and
- Whether the terms of financing available are economically favourable.

The type of investments may range widely, and could include:

- An interest in a brick-and-mortar, traditional business;
- A new partnership with an established business designed to bid on work in the region in a manner that satisfies Indigenous content or benefit requirements, employment, or skill development goals;
- An investment in a financial or securities portfolio;
- An investment in the development of a new product or technology; or
- The creation of a business entity to provide support services to an industrial development.

T3IG's policy and investment analysis framework must be sufficiently flexible to accommodate these different types of commercial and financial interests.

The investment policy framework must adequately balance risk and reward considerations and roll up to a logical recommendation for whether or not to invest, in what manner, and what terms or conditions should be sought. The templates to be developed as part of this framework should include sample terms, conditions, financing, or governance options that are responsive to various concerns which may be identified in the criteria.

Once this framework is implemented, T3IG or GCT3 staff will use/apply it regularly to prepare business cases for each opportunity that comes to T3IG's attention. The business cases will utilize this framework, and will be presented to the board of T3IG for decision-making.

The goal of this process is to support the participating First Nations' interest in the consistent, fair, and thoughtful stewardship of T3IG's resources. During the consultative period leading to the development of T3IG, First Nations were clear that they wanted the board to make decisions based on a comprehensive, clear, and manageable framework.

d. Parameters for Your Proposal

The balance of this RFP outlines additional background information, provides a scope of work, timeline considerations, and terms and conditions for a proposed contract.

Throughout this document, commentary will be provided that highlights specific direction that GCT3 would like proponents to consider while preparing their proposal. Proponents are advised to read all aspects of the RFP to ensure that they understand the scope of work required to successfully complete this project.

Proponents are also advised that clear and concise proposal writing is imperative and that brevity is appreciated. GCT3 will consider the quality of a proposal as a proxy for the attention to detail and quality to be expected in the bidder's work, should they be selected.

Further information about GCT3 is available online, at www.gct3.ca.

3. Project Description

a. Scope of Work

GCT3 requires a consultant² who is experienced in the development of investment decision-making, investment analysis, venture capital, private equity, investment policies, corporate structures, project management, and/or finance. The consultant should be accustomed to developing useful and pragmatic investment analysis tools, templates, frameworks, matrices, précis, processes, and business decision-making models.

The consultant will complete the project no later than **November 30, 2018** (the “**Project Deadline**”), subject to any reasonable extensions granted by GCT3 or T3IG.

While GCT3 encourages proponents to consider and propose innovative techniques for completing the core deliverables of this project, the following components must be satisfied in each submitted bid:

- The consultant must provide an outline of a proposed framework-development process and timeline to the T3IG board and/or the ECC, as directed by the CEO of T3IG;
- The consultant must meet with the board of T3IG and/or the ECC to gather input on the investment criteria and process, overarching vision for T3IG, return goals, and risk management objectives;
- The consultant will propose sample models that incorporate qualitative and quantitative criteria, and develop a draft framework in collaboration with T3IG and GCT3 staff, including the CEO of T3IG and designated T3IG board members;
- The consultant will refine the model with input from the T3IG board and/or the ECC;
- The consultant will finalize the investment policy framework;
- The consultant will develop a sample of a completed investment proposal using the framework; and
- The consultant will provide training and/or orientation to the T3IG board and relevant T3IG and GCT3 staff so that they are equipped to make full use of the new process and its policies and tools.

b. Key Deliverables

In addition to the milestones described in the previous section, the *final* deliverable must include the following items, finalized to the satisfaction of the CEO of T3IG:

- Electronic and user-friendly templates for preparing business/investment cases, to be prepared in Microsoft Office software approved by the CEO of T3IG;

² In general, the terms *consultant*, *proponent*, *contractor*, and *bidder* can be read interchangeably throughout this document. For further specificity, see the definitions in section 1 of the Terms and Conditions.

- Accompany guides, instructional narrative, or policy documents (completed at a section-by-section level) to support T3IG/GCT3 staff and T3IG board use of the framework tools and templates;
- Recommended contract terms for common forms of investment; and
- Communication materials and copy for the T3IG website and marketing materials to help convey the T3IG investment process to stakeholders and participating First Nations.

c. Other Considerations for Proposal Writers

Each submitted proposal must include a proposed timeline for the completion of the tasks specified in the above sections.

Proponents should also note the following considerations while preparing their proposal:

- Designing, authoring, planning, and facilitating the deliverables of this project will fall primarily to the selected consultant, but GCT3 and T3IG encourage the consultant to liaise with staff (through the CEO of T3IG) for assistance with approaches to the ECC, the T3IG board, and other stakeholders or citizens related to this project;
- It is not envisioned that municipal, provincial, or federal governments or their entities will be directly involved in this project. However, experience in dealing with all 3 levels of government and how it might assist or be relevant to the successful completion of this project or the planning or structure of its deliverables would be advantageous.
- In undertaking the work of this project, it is expected that the consultant will be guided by the disciplines, methodologies, and standards of practice related to investment policy development, financial management, and related fields. The consultant must understand these disciplines and apply them to this work.
- Examples of previous work experience in a similar setting or with a similar project and how that experience will help to guide this project to a successful conclusion would be advantageous.
- Proponents are encouraged to talk about their successes and failures in their previous work, as it will be relevant to assessing their understanding of effective investment policy and/or framework development.
- The expected delivery date and implementation of this project is November 30, 2018. However, if any proponents can provide results before then and still accomplish the components noted above, then GCT3 will take that into consideration. The pace of the project is somewhat less important than the quality of the results.
- Challenging or enhancing the minimum requirements and related assumptions of the RFP is welcomed and acceptable if there is a compelling justification or rationale to support it that is rooted in the proponent's expertise and recommended approach. GCT3 is open to new ideas and will consider that with the end goal in mind.

Additional terms and conditions are outlined below. Should the proponent object to any of the proposed terms and conditions, these objections should be outlined in the proposal with alternate language proposed.

d. Qualifications

Proponents should provide information on their organization and/or their professional resources proposed for this project. GCT3 would like to know the following information, at minimum:

- The proponent will identify the project lead and who that lead expects to work on the project.
- Each team member will be profiled in the proposal with a short narrative that describes his or her educational achievements and credentials, and experience as it relates to this project type. In addition, it will describe their role on this contract.
- A minimum of one reference for each team member is required. Provide the name, title, organization, phone number, and email address for the reference from a similar project completed in the last three years. Additional references will be considered. References may or may not be called, at GCT3's sole discretion.

If the proponent is an organization or business, please also list and describe samples of representative work similar to the project.

4. Fees and Evaluation

a. Fee Schedule

Each proposal should include a fee schedule. We suggest that bidders replicate the below table in their proposal, adapted as necessary to effectively reflect the following elements:

- Itemize each professional on the project team;
- Do not include HST in the fees quoted, but instead specify with an asterisk (*) where HST is applicable (note that GCT3 is GST-exempt); and
- Compute 'Estimated Cost' by multiplying 'Estimated Hours' by the applicable Hourly Rate.

<i>Activity</i>	<i>Estimated Hours</i>	<i>Hourly Rate</i>	<i>Estimated Cost</i>	<i>Estimated Time Duration</i>
Project Initiation				
Project Launch				
Develop Understanding of Needs and Criteria				
Develop First Draft of Model				
Refine Model				
Finalize Model with GCT3 Comments				
Develop Communications Tools				
Board/Staff Orientation or Training				
<i>Total Cost and Completion Dates</i>				

Note that the fees quoted in a proposal should be the proponent's best and only price.

b. Additional Fee Considerations and Instructions

Additional points related to fees for proponents to consider include the following:

- Should the proponent propose an alternate approach and work plan than expressed in this RFP, the fee schedule should be modified to match (i.e., a different activity sequence). The fee schedule must nevertheless include total hours by individual, total hours per activity, hourly rates, estimated time duration per activity, total costs, etc.
- The consultant must commit to a firm price for the entire contract. No increases during the course of the contract will be allowed. All subcontractors' fees must be included in the quoted fees.

- Where the bidder intends to charge any fees in addition to the stated prices, please list separately when such extra charges will apply. If not stated in the proposal, the successful bidder will not be entitled to such additional charges.
- Expenses should be estimated and explained. For example, the number of days on site and the number of trips, hotel nights, travel, and food expenses, etc., must be estimated and provided as part of the fee schedule.

c. Evaluation Criteria

Award of a contract to the successful bidder shall be based on the following evaluation criteria:

- Knowledge and experience of the proponent;
- Demonstrated experience in providing investment policy framework development services, particularly for First Nation organizations;
- A clearly-articulated and relevant work plan to provide the deliverables and meet the expected outcomes of this RFP and GCT3;
- The demonstrated ability of the proponent's team and its individual employees and/or subcontractors who will carry out the work;
- Satisfactory client references; and
- Fees (evaluated based on estimated total cost for best value to GCT3).

The Evaluation Committee may, in its sole discretion, identify a short list of qualified proponents who may then be requested to provide a representative(s) to attend an in-person interview at a location within the Treaty 3 region. The interview may include a presentation to the Evaluation Committee of the bidder's ability to undertake the work envisioned under this RFP.

5. Questions?

Questions about this RFP, T3IG, or this project may be directed to the Agreement Administrator:

*Douglas W. Judson
Chief Executive Officer, Treaty 3 Investment Group
Grand Council Treaty 3
Phone: 807-861-3684
Email: douglas.judson@treaty3.ca*

Email is the preferred means of communication.

6. Terms and Conditions

1. In addition to the terms defined in other sections of this RFP, when used in this RFP (or any contractual document which flows from it) these terms have the following definitions, unless otherwise defined within the document or section of a document in question:

Agreement means the request, bid, and any schedules, appendices, and referenced documents referred to and incorporated therein together with any further written contracts executed between GCT3 and/or GCT3RS and the contractor, including amendments to the foregoing;

Agreement Administrator means the individual authorized to represent GCT3RS in respect to the request as specified herein or such other person that GCT3RS may appoint on an interim basis;

bid means any written proposal submitted by the Bidder to GCT3RS for consideration in response to the RFP;

bidder means the individual, partnership or corporation who submits a bid;

business day means any calendar day, other than a Saturday, Sunday, or statutory holiday;

business hours means 09:00 to 16:30 (9:00 AM to 4:30 PM) Central Time on a business day;

calendar day means the period from one midnight to the next midnight;

confidential information means any information GCT3 or GCT3RS receives or distributes on the condition that it remains private;

contractor means the successful bidder who undertakes to perform or subcontract the work envisioned by the RFP, and includes all of its employees, officers, directors, agents, heirs, and assigns;

ECC means the Economics Chiefs Committee of GCT3;

Evaluation Committee means the committee designated by GCT3 and T3IG to consider the submitted Bids and select which Contractor(s), if any, will be chosen to carry out the work;

event of default has the meaning as set out in section 15 of these Terms and Conditions;

fee schedule means the schedule provided by a bidder outlining the cost of the bidder's fees for providing the work;

GCT3 means Grand Council Treaty 3;

GCT3RS means GCT3 Representative Services and all its employees, officers, directors, agents, and assigns;

Grand Council means the body of chiefs of the Treaty 3 First Nations;

on-site or *on site* means having a physical presence at a requested GCT3 or T3IG location;

proponent means the organization and/or professionals who are preparing and submitting a proposal for consideration;

RFP means this request for proposal and all its attached or referenced schedules, and appendices, and all relevant rules and policies of GCT3, GCT3RS, and T3IG, and relevant governing law;

subcontractor or *sub-contractor* means any third party, who is not an employee of the contractor, with whom the contractor has contracted with to perform part of the contractor's obligations under the RFP (for clarity, providers of services incidental to the contract are not considered subcontractors);

Submission Deadline means the time and date provided for in the RFP;

T3IG means Treaty 3 Investment Group;

Term has the meaning set out in section 5 of these Terms and Conditions; and

work means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the contractor and/or its subcontractor, pursuant to the RFP and its bid, and without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour, and services necessary for or incidental to the fulfillment or the requirements to complete the work and as may be further defined hereinafter.

2. GCT3RS may reject a bid as non-compliant if the bid is incomplete, illegible, obscure, conditional, or has additions, deletions, alterations, or other irregularities. GCT3RS may waive technical requirements of a bid and deem such bid to be a compliant bid, in the sole discretion of GCT3RS, with the exception of the requirement to submit no later than the Submission Deadline. The GCT3RS may reject any bid in which the bidder does not demonstrate that the bidder is responsible and qualified. A responsible and qualified bidder will be one who needs or exceeds the contractor's qualifications specified in this RFP and is not suspended in its professional organization or in default in any way under any agreement, joint venture, or other obligation with GCT3RS or an affiliate of GCT3RS.
3. The contractor will be responsible to provide and pay for all labour, materials, equipment, tools, temporary works, licenses, and fees necessary to complete the work, including such items provided by its subcontractors. Any goods or services not explicitly stated in the RFP which may be reasonably implied as necessary and usual for inclusion with providing such work shall be deemed to be included in the work and shall be the sole responsibility of the contractor to provide.
4. Goods and services shall be fit for the purpose intended and shall equal or exceed the quality specified or reasonably expected with the work.

5. The contractor is expected to commence the work immediately after execution of a written contract, and have it completed by November 30, 2018 (the “**Term**”), unless sooner terminated as specified hereunder or agreed to between the parties during or after contract negotiations.
6. GCT3RS may terminate the agreement at any time without cause, by providing fifteen (15) calendar days written notice to the other party.
7. GCT3 may terminate the agreement at any time, without notice, for cause, which shall include an event of default by the contractor, as determined by GCT3 in its sole and unfettered discretion.
8. The contractor may not assign any agreement with GCT3 or any rights and/or privileges arising from same without the prior written approval of GCT3.
9. If the contractor subcontracts any portion of the work, GCT3 may require the contractor to:
 - a. Employ only a subcontractor who has successfully carried out work similar in nature, scope, and value to the portion of the work proposed to be subcontracted to that subcontractor, or employ a subcontractor who is fully capable of performing the work required to be done in accordance with the requirements of the RFP.
 - b. Enter into a written agreement with any said subcontractor to require the work to be in conformance with and subject to the Terms and Conditions of the RFP and any subsequent written contract, including the signing of all confidentiality agreements to the same standards as that of GCT3.
 - c. Be fully responsible to all acts and/or omissions of any said subcontractor and of any person directly or indirectly employed by the subcontractor as if such subcontractor and/or person directly or indirectly employed by the subcontractor was an employee of the contractor; and
 - d. Replace, substitute, or not use any subcontractor if requested by GCT3, at GCT3's sole and unfettered discretion.
10. The contractor shall save harmless and indemnify GCT3 as against all costs, damages, demands, and proceedings, by whomsoever brought, made, or taken as a result of acts and/or omissions of the contractor and/or its subcontractor in the performance of purported performance of the work, including:
 - a. Accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the work;
 - b. Damage to any property owned in whole or in part by GCT3, or for which GCT3 by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;

- c. Damage to, or trespass or encroachment upon, properly owned by persons other than GCT3;
 - d. Failure to pay and obtain a discharge of a notice of claim for a lien served upon GCT3 in accordance with legislation from Ontario or any other jurisdiction;
 - e. Failure to pay a worker's compensation assessment, or federal or provincial taxes, or other governmental levies or charges;
 - f. Unauthorized use of any design, logo, name, trademark, device, material or process covered by letters patent, copyright, trademark, or trade name in connection with the work;
 - g. Inaccuracies in information provided to GCT3 by the Contractor; or
 - h. The disclosure of confidential information to any third party.
11. The contractor shall not be required to indemnify GCT3 for any costs, damages, or expenses arising from actions, claims, demands, or proceedings that are due to the negligent act or omission of willful misconduct of GCT3.
12. GCT3 has the right, acting reasonably and upon notice to the contractor, to settle any legal action, proceeding, claim or demand arising from a third party, and to charge the contractor with the amount so paid or to be paid in effecting such a third party settlement, where it has been determined by GCT3 that such settlement was necessary due to the acts or omissions of the contractor or subcontractor.
13. The contractor shall pay to GCT3 the value of all legal fees and disbursements required to settle any such claim, action, proceeding, or demand, or to defend GCT3 against such claim, action, proceeding, or demand, notwithstanding that the settlement or defending of the said action, proceeding, claim or demand was undertaken on behalf of GCT3 by a salaried employee of GCT3.
14. If the contractor fails to make any payment required to be made as set forth herein, GCT3 shall be entitled to deduct and set off the amount of such payment from any amount owing by GCT3 to the contractor under the agreement or take whatever other remedies against the contractor that GCT3 may have at law or otherwise.
15. An event of default will be deemed to have occurred if the contractor:
- a. Abandons the work;
 - b. Is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of the contractor's assets;
 - c. In the reasonable judgement of GCT3, is not performing or has not been performing the work, or any part thereof, in a sound and skillful manner and in all respects in strict conformity with the agreement;

- d. In the reasonable judgement of GCT3, is not progressing continuously with the work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with any set work schedule;
 - e. Fails to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient materials;
 - f. Fails to remedy defects or deficiencies during any warranty period in the manner and within the time period specified by GCT3;
 - g. Fails to make prompt payment to all subcontractors, employees, or third parties on account of the purchase of rental of equipment, materials or services relating to the work;
 - h. Fails to promptly secure a discharge of a lien or trust claim served upon GCT3 from Ontario or any other jurisdiction;
 - i. Fails to comply with any applicable laws, by-laws, or statutory or professional regulations or standards;
 - j. Fails to provide competent supervision for the work;
 - k. Fails to submit schedules, documents, and/or information (as applicable) under the agreement;
 - l. Refuses or neglects to comply with an order given by GCT3; or
 - m. Commits any other breach under the agreement.
16. Any provision of the agreement between GCT3 and the contractor may be waived only by express written waiver of GCT3. No express written waiver of a specific provision shall imply the continuing waiver of that provision or of any other provision.
17. If an event of default has occurred, and such default is not cured by the contractor within five (5) business days from receipt of written notice thereof from GCT3, or within such longer curing period as may be required in the circumstance to cure such default, as specified in writing by GCT3, GCT3 may do any or all of the following:
- a. Withhold, set off, or retain the whole or part of any payment owing to the contractor;
 - b. Take the whole of the work, or any part or parts of any payment owing to the contractor; and/or
 - c. Demand payment for any amounts owed to GCT3.
18. The duties and obligations imposed upon the contractor by the agreement and the rights and remedies available to GCT3 thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed upon the contractor or available to GCT3 at law or otherwise.

19. The contractor shall have and maintain commercial general liability insurance and professional insurance at all times during the performance of the Work, each with limits of not less than one million (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) in the annual aggregate.
20. The bidder may, but is not required to, offer a prompt payment discount. If a prompt payment discount is offered, it will be considered in determining the lowest compliant bid.
21. All fees quoted in the Fee Schedule shall be the price payable by GCT3 to the contractor, including all compensation, levies, and charges (government or otherwise), etc., but excluding any applicable HST. GCT3 is GST exempt.
22. GCT3 will not consider payment of any additional charges (i.e., minimum order charges, handling charges, container deposits, etc.), except those imposed after the Submission Deadline by a government or regulatory authority having jurisdiction, if such charges are not identified and quantified in the bid.
23. Fees stated in the agreement and invoices shall be in Canadian funds, unless otherwise stated, net thirty (30) days from receipt of acceptable goods and services, or receipts and approval of the contractor's invoice by GCT3, whichever is later.
24. The contractor shall provide GCT3 with invoices for the work on a monthly basis. If an invoice remains unpaid by GCT3 thirty (30) calendar days after an invoice has been received it will bear interest at 1% per month.
25. GCT3 bears no responsibility for payment delays or interest charges due to delays in approval of invoices that are improperly submitted by the contractor.
26. The monthly invoices shall show:
 - a. A detailed list of products and/or labour supplied and fees charged for separate items;
 - b. Total amount payable with HST (where applicable), shown as a separate amount; and
 - c. GCT3's GST exemption number (to be supplied by GCT3).
27. Expenses for travel, lodging and meals shall be based on the following:
 - a. Travel:
 - Any air travel associated with providing the work will be based on pre-booked economy seating;
 - The bidder is expected to take reasonable steps to mitigate the amount of travel expenses;
 - To be reimbursable, travel expenses must be (i) reasonable and (ii) allocable and necessary for the performance of the work;
 - Travel time is not billable unless specifically agreed to in writing by GCT3;

- Invoices for travel expenses must include original or legible copies of receipts to support actual airfare or other public transportation; and
- Travel reimbursement requests must identify the carrier, name of the traveler, destination from, destination to, travel dates, and purpose of travel.

b. Lodging:

- Any lodging expenses associated with providing the work will be based on a corporate rate for a standard room within a reasonable distance to GCT3, to a maximum of \$150.00/night (exclusive of taxes); and
- Invoices for lodging expenses must identify the hotel, name of the traveler, dates of stay, and purpose of travel.

c. Meals:

- Any meal expenses associated with providing the work will be based upon the current GCT3 meals expenses reimbursement policy in effect at the time the Work is provided;
- Invoices for meal expenses must identify the name of the traveler, date, and claim for breakfast, lunch, and dinner or full days' total; and
- Invoices for meal expenses will be equal to the meal expense reimbursement rates regardless of actual expense (i.e., no receipts are to be submitted).

28. Upon request of GCT3, the contractor shall provide original receipts to substantiate expensed items identified in its invoices for goods and/or services.
29. Except as expressly and specifically permitted in this RFP, no bidder shall have any claim for any compensation of any kind whatsoever and by submitting a bid each bidder is deemed to have agreed it has no claim against GCT3. In any event, if any bidder is determined by a court of competent jurisdiction to be entitled to compensation arising from its participation in this RFP or for the actions of GCT3, its consultants or advisors in relation to this RFP, including without limitation any exercise of GCT3's sole and absolute (unfettered) discretion, bidders expressly acknowledge and agree by submitting a bid that the total maximum compensation for, without limitation, any and all damages, economic losses, profits, opportunities, expenses, costs or other losses, either individually or cumulatively, is limited to the lesser of (i) the bidder's actual cost of creating its bid or (ii) One Thousand Dollars (\$1,000.00).
30. By participating in this Request and submitting a Bid, each Bidder is deemed to understand that GCT3 may be required to provide copies of agreements entered into with contractor(s) or third parties pursuant to disclosure requirements under the *Freedom of Information and Protection of Privacy Act* ("**FIPPA**"). GCT3 understands that some information may be provided in confidence and expects the bidder to mark any information it considers personal or commercially sensitive as 'Confidential'. GCT3 will only release confidential information as legally required under *FIPPA*.
31. The name of the contractor and the monetary value of the bid submitted by the successful Bidder may be made available, upon request, to other bidders only after the successful bidder has been notified of acceptance, at the sole and absolute discretion of GCT3.