

Request for Proposals

For the development of Design and Cost Estimates for a new administration building.

RFP-002-2017

4/21/2017

Grand Council Treaty #3 Representative Services



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Introduction

Grand Council Treaty #3 is located in Kenora Ontario and is home to the head office and political office of GCT#3. Currently located in the former Cecilia Jeffrey Residential School and shared accommodation with Lake of the Woods Cultural Centre on Highway 604 in Jeffrey Melick. Grand Council Treaty #3 is proposing to construct a new administration building, political offices on Ochiichaagwe'babigo'ining First Nation,

Project deliverables include but are not limited to;

- a. Proposed building design.
- b. Projected construction costs.
- c. Operating costs
- d. Property management requirements and plan.
- e. Existing building demolition plan and costs.
- f. Decommissioning of hazardous waste sites.
- g. Development of culturally appropriate plan for gravesites and burial grounds.

The successful firm will be expected to assist with facility and capacity planning and prepare construction documents, specifications, and follow through the bidding and construction observation process through project completion and the warranty period.

Closing time and validity of proposals

Proposals are due on or before the following time and date (“Closing Time”), at the address indicated:

Closing Time:	4/21/2017 At 4:30PM Central Standard Time.
Marked:	“PROPOSAL FOR ARCHITECTURAL DESIGN SERVICES FOR GRAND COUNCIL TREATY #3”
Place:	Grand Council Treaty #3 Kenora, ON P8P 1P2
Attention:	Gary Allen, Executive Director
Facsimile:	1-(807) 548-5041
E-mail:	mailto:executive.director@treaty3.ca

Scope of Services

Architectural services shall include, but not be limited to:

1. Schematic Design
 - a. Meet with the Grand Council Treaty #3 to gain an understanding of the project program and project constraints on a weekly basis as determined by Grand Council Treaty #3.
 - i. Utilize Grand Council Treaty #3 Best use Analysis report to assist in locating proposed building on the existing site.
 - a. Prepare schematic design and approved site plan, including:

- a. Approximate footprint of the building and general design features.
 - b. The location of required parking, and other site features.
 - c. Total project cost estimate including site preparation.
2. Design Development
 - a. Prepare design development, construction drawings, and contract documents based on the program and approved schematic design including site preparation.
 - b. Meet weekly and as needed with Grand Council Treaty #3.
 - c. Prepare an interior design plan for the facility, including:
 - i. Location and specifications of all interior furniture whether free standing or built in place.
 - ii. Estimates to be included in bid will include but not be limited to design and specification of flooring, lighting, and cabinetry and trim work.
3. Contract Documents
 - a. Prepare project manuals and bid specifications for construction and interiors. Views of the construction plans will be Autocad as well as Word documents. A copy of as-built files in both formats will be provided to GCT#3 at the end of the project.
4. Bidding
 - a. Bids will be presented in sealed format to address specified to be opened by the Selection Committee.
5. Construction Observation
 - a. Coordinate with Contractor(s) in observation and inspection of the construction work, prepare change orders, and issue RFPs as needed and warranted
 - b. Prepare the necessary project close-out documents.
6. Warranty Period
 - a. Ensure compliance and enforcement of project warranty.
7. The Architect will be responsible for ensuring that all applicable provincial, national and local codes and regulations related to the facility design are met.
8. Throughout the project, the architect will make presentations to GCT#3 as requested for periodic updates and will participate in presentations to City of Kenora Council as requested.
9. Grand Council Treaty #3 anticipates providing a Project Manager who will be the liaison for the GCT#3.

Property Information

Land

A 4 – 6 acre site has been identified to construct the complex. Situated just off the main road as you approach the developed portion of the reserve the land is level, designated institutional use and is adjacent to the Band Office, proposed community center, Pow Wow Grounds, and recreational area. Services are close to the location, including the main road, electricity and sewer and water. Internet services are available with wireless or DSL. Housing for the staff would not be an issue as the urban center of Kenora is close by where the majority of the Grand Council of Treaty #3 staff currently reside.

Property Information

Ochichagwe’ Bzbig’ Ining Ojibway Nation (OON), commonly referred to as The Dalles is located in the north west corner of Treaty #3 Territory on the Winnipeg River. Although the reserve borders the City of Kenora Urban Center Treaty #3 uses 17 kilometers for the purposes of calculating mileage for travel to the OON. The total registered population as of 2008 is 334 of which the on-reserve population is 127. The Chief and Council and our Traditional Governance Custom Council are pleased to propose the following to the Grand Council Treaty #3. We can offer a site that is close to an urban center, full services, sufficient lands, that will blend in with the adjoining land uses for years to come.

- ☐ Lot Number - The lands have not been surveyed.
- ☐ Location - Adjacent to the Band Office, Pow Wow Grounds, community center and baseball field.
- ☐ Acreage - 4 – 6 acres as stipulated in the request for proposal
- ☐ Future Land Use Category - Institutional, allowing for offices, schools, community centers, training facilities, etc...
- ☐ Land Uses of Adjacent Properties - Institutional, Band Offices, POW WOW Grounds, baseball field, community center, training facilities, etc...
- ☐ Distance to Urban Center - Reserve boundary is adjacent to the city of Kenora (5 km)
- Grand Council Treaty #3 uses 17 km to calculate the one-way travel to OON.
- ☐ Expansion - There is ample room for any expansion in the future.

Supporting Infrastructure

- ☐ Roads - The property is serviced by Highway 658 a major artery to the Dalles Road. The driveway to the site would be directly off of the Dalles Road
- ☐ Road Maximum Volume - Based on a speed of 50 – 60 km/hr the maximum capacity of a 2 lane road is 1,850 to 2,000 cars per hour. The vehicle density would be 42 – 67 cars per mile.¹
- ☐ Latest Traffic Counts - 50 to 75 cars per hour during the high volume times.

Utility Providers

☒ Water and Sewer - The site would connect to the existing infrastructure. There is an ample supply of potable water safe for drinking. The sewer is connected to a lagoon treatment complex with capacity to service the complex and community growth for the next 25 plus years.

☒ Internet Provider - Currently we have both wireless available and Bell Canada DSL high speed.

☒ Electrical Provider - Currently Hydro One.

Environmental

☒ Soils - Soils testing will be required as part of the development. There is a mix topsoil with gravel/sandy base over top of granite.

☒ Wetlands - Not applicable to the development site

☒ Special Flood Hazards - Not applicable, above the flood line.

☒ Archeological/Cultural Sites - Not applicable.

☒ Hazardous Materials and Contaminants - Not applicable. This land has not been developed or used for any purpose in the past.

Content of Proposals

Proponents shall include the following in their submission:

- **Cover Letter:** Consultants must provide a signed cover letter providing a brief overview of the proposal including expected costs, timeline for completion, and information on the proposed project team including, if applicable, a listing of any subcontractors to be engaged.
- **Project Team and Experience:** A complete list of the proposed project team including consultant and sub consultant (if applicable). Proposal must include an overview of team members experience and their planned role in the project. In addition, the proposal should include an organization chart and / or a description of the structure of the project team. Resumes or CV's may be included in an appendix if the consultant wishes to provide further information.
- **Methodology:** Proposals must include an outline of the methodology to be used as well as the role of project team members in delivering key components of the project.
- **Timeline for completion:** Proposals must include a timeline outlining expected completion times for key milestones outlined in the Scope of Work.
- **Estimate of costs:** Proposals must include a full outline of costs including all consulting fees and expected disbursements, including travel costs. Consultants must also include per diem or hourly rates and mileage charges to show how costs were arrived at. It is

expected that the consultant deliver the project outlined herein, for a fixed price. The consultant(s) must agree to keep all prices valid for a period of 90 days after the submission deadline.

- **Overview of potential risks and mitigation strategy:** Proposals must include a mechanism to deal with potential risks such as delays.

- **Assurance of Quality:**
 - Describe methods you will use to ensure that the design and construction of the project will be completed on time and within budget.
 - Identify how the team will incorporate state of the art operational design into the facility
 - Address your achievements in energy conservation design.
 - Describe in detail the proposed on-site commitment during design and construction.
 - Discuss how the design of the building will relate to and maintain the architectural character of the surrounding area.
 - Describe how you will ensure compliance with all provincial, federal and local laws, including but not limited to those related to building, environmental, statutory, legal process, OH&S and the Labor Standards Act.

- **References and Samples of Work:** Proposals must include at least three (3) references and permission for Grand Council Treaty #3 to contact these references as required for the purposes of reviewing the suitability of the proponent to execute this project.
 - a. Provide client references (name, address, email and phone number) for a minimum of three projects of a similar size and nature. References from other medical facilities would be preferred.
 - One set of photographs or drawings that illustrate previous design projects.

- **Anticipated Timetable**
 - Provide an expected schedule with timetable for all elements (items 1 –9 listed in the Scope of Services).

- **Deviations:** List and deviations from this RFP.

- **Contact Information:** Proposals must include, all applicable means of contact for the proponents, including, name, address, telephone, fax, e-mail and website.

Standard Conditions

- a. Right to refuse any submission.
 - a. Grand Council Treaty #3 reserves the right to reject any or all proposals or to accept any proposal received in response to this Request should they deem it in their interests to do so.
 - b. Grand Council Treaty #3 reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. GCT#3 reserves the right to stop the project after step A (Schematic Design) as described in the Scope of Services in this document, or at subsequent points if it is in the best interest of the Council.
 - c. No fee shall be payable by the Council to proponents for the preparation of or presentation in response to the Request for Proposals.
 - d. The Council may, in its own discretion, waive any irregularity or insufficiency in any proposal selected.
- b. Validity of Proposals.
 - a. Proposals must be valid for at least 60 days.
- c. Responsibility for accuracy of information
 - a. The information contained within this document, and any plans or drawings or supporting documentation that may be provided by Grand Council Treaty #3 are for the assistance of the proponent.
 - b. The Council takes no responsibility for the accuracy of information in this document or in any accompanying documentation.
 - c. In the event of any discrepancies or omissions appearing, differences of opinion, misunderstanding, or dispute arising between the proponents and Grand Council Treaty #3 relative to the intent or meaning of the terms set out in this Request for Proposals or in any accompanying documents, the decision and interpretation of the Council shall be final and binding upon all parties, and from which there shall be no appeal.
- d. Waiver of rights in proposals.
 - a. All proposals and any accompanying information submitted by proponents will become the property of Grand Council Treaty #3 and may not be returned to the proponents.
 - b. Each proponent acknowledges and agrees that GCT3 is likely to receive and be required to deal with a number of competing proposals, each of which may contain or disclose information considered by the proponent to be of special, unique or proprietary nature.
 - c. Details of all proposals will be kept confidential until the final selection of the proponent; however, all proposals are subject to the “Freedom of Information and Protection of Privacy Act”. In addition, as part of the selection of the successful proponent, summaries of all proposals received, and details of the agreements to be

entered into with the successful proponent may constitute part of a public report to Grand Council Treaty #3.

- e. Indemnity of Corporation by proponents
 - a. Each proponent shall indemnify and save harmless Grand Council Treaty #3, and their respective staff and consultants from and against all claims, actions, suits and proceedings, including all costs and expenses of every nature whatsoever incurred directly and indirectly by the Council in connection with such claims and actions in respect to the infringement or alleged infringement of any patent, copyright, trademark or industrial design or the use or misuse in connection with the proposal.
- f. Payment
 - a. Payments shall only be made in accordance with the agreed upon Contract.
 - b. No reimbursements will be made for any expenses incurred by the Architect except for expenses specifically described in the Contract.
 - c. No payment will be made for any incomplete, inaccurate or defective work until same has been satisfactorily remedied at no additional cost to Grand Council Treaty #3.
 - d. All work performed and all related documentation records, etc., shall become property of Grand Council Treaty #3.
- g. Billing.
 - a. Billing for completed services shall be based upon a monthly invoice submitted by the Architect.
 - b. It is anticipated that the invoice shall include at minimum the total contract amount, percent of work completed to date, the total amount billed to date, the total paid to date, the remaining amount to be paid, and possibly the hours of labor performed by each person charging time to the project and their charge out rate.

Submission Deadline & Deadline for Questions

Proposals may be submitted in digital format (.pdf) as well as, faxed, or mailed in. If proposals are faxed or mailed in, the proponent must also provide a digital copy in .pdf format. For faxed or mailed submissions, one full copy of the proposal is required.

Proposals are to be submitted to the following:

Grand Council Treaty #3

c/o Gary Allen, Executive Director

E-mail address: executive.director@treaty3.ca

Fax: 807 548-5041

Proposals must be received no later than 4:30 PM Central Time, April 21, 2017. Any proposals received after this time will not be considered.

Proponents must address any questions to the above mentioned contact no later than 4:30 PM Central Time, April 14, 2017.

Evaluation Criteria & Award

Grand Council Treaty #3 reserves the right to accept or reject any or all proposals at its discretion. The following criteria will be used to evaluate any proposals submitted in response to this Request for Proposals.

Qualifications of project team, experience and references: Proponents must demonstrate relevant experience conducting similar projects, working with First Nation communities, and an understanding of the local economy.

Understanding of the project requirements: Proponents must demonstrate a clear understanding of the Scope of Work and must propose a methodology that clearly outlines how work will be undertaken.

Costs Proposed: Proponents must outline all expected fees and disbursements.

Anticipated completion time: As time is of the essence, preference will be given to proponents who can start the project quickly after the award and expedite the delivery of the project.

The following table outlines the weighting of the evaluation criteria:

Item	Value
Qualifications / Experience / References	35
Understanding of project requirements	25
Costs Proposed	20
Anticipated completion time	20
Total	100

Every proposal prepared in response to this Request for proposals, shall be prepared at the cost and expense of the respondent. Grand Council Treaty #3 will contact the successful proponent as soon as possible after a decision has been made regarding the award of the project outlined herein.

TERMS AND CONDITIONS

1. DEFINITIONS

When used in the Request For Proposal these terms have the following definitions:

"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 GCT#3RS and the Contractor, including amendments to the foregoing.

"Agreement Administrator" means the individual authorized to represent GCT#3RS in respect to the Request as specified herein or such other person that GCT#3RS may appoint on an interim basis.

"Bid" means any written proposal submitted by the Bidder to GCT#3RS for consideration in response to the Request For Proposal (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 or civic holiday.

"Business Hours" means 09:00 a.m. - 16:30 (9:00 a.m. - 4:30 p.m.) CST Time on a Business Day.

"Calendar Day" means the period from one midnight to the next midnight.

"Confidential Information" means any information the GCT#3RS receives on the condition that it remains private.

"Contractor" means the successful Bidder who undertakes to perform or subcontract the Work and includes all of its employees, officers, directors, agents, heirs and assigns.

"Evaluation Committee" means the committee designated by GCT#3RS to consider the submitted Bids and select which Contractor(s), if any, will be chosen to carry out the Work.

"Fee Schedule" means the schedule provided by a Bidder outlining the cost of the Bidder's fees for providing the Work.

"GCT#3RS" means Grand Council Treaty #3 Representative Services and all its employees, officers, directors, agents and assigns.

"On Site" means having a physical presence at a requested GCT#3RS location.

"Proponent" means the organization and/or professionals who are preparing and submitting a proposal for consideration.

"Request" means this Request For Proposal and all its attached or referenced schedules, appendices, GCT#3RS rules, GCT#3RS policies and/or provincial legislation.

"Subcontractor" 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 to GCT#3RS. For clarity, providers of services incidental to the contract are not considered Subcontractors.

"Submission Deadline" means the time and date provided on the first page of the Request.

"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 Request and its Bid, 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 further defined hereinafter.

- 1.1 The GCT#3RS may reject a Bid as non-compliant if the Bid is incomplete, illegible, obscure, conditional or has additions, deletions, alterations or other irregularities. The GCT#3RS may waive technical requirements of a Bid and deem such Bid to be a compliant Bid, in the sole discretion of GCT#3RS, with the exception of the requirement to submit no later than the Submission Deadline. The GCT#3RS 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 the Request and is not suspended in its professional organization or in default in any way under any agreement, joint venture or other obligation with GCT#3RS.
- 1.2 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 Request For Proposal 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.
- 1.3 Goods and Services shall be fit for the purpose intended and shall equal or exceed the quality specified or reasonably expected with the Work.
- 1.4 The Contractor is expected to commence the Work immediately after execution of a written contract and have it completed by June 16, 2017. (the "Term"), unless sooner terminated as specified hereunder or agreed to in contract negotiations.
- 1.5 The GCT3 may terminate the Agreement at any time without cause, by providing fifteen (15) Calendar Days written notice to the other party.
- 1.6 The 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 the GCT3 in its unfettered discretion.
- 1.7 The Contractor may not assign any Agreement with GCT3 or any rights and/or privileges arising from same without prior written approval by GCT3.
- 1.8 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 Request 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, in GCT3's unfettered discretion.

- 1.9 The Contractor shall save harmless and indemnify GCT3 as against all costs, damages and 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;
- i. 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;
 - ii. damage to any property owned in whole or in part by GCT3, or which GCT3 by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - iii. damage to, or trespass or encroachment upon, properly owned by persons other than GCT3;
 - iv. failure to pay and obtain a discharge of a notice of claim for a lien served upon GCT3 in accordance with legislation from Manitoba or any other jurisdiction;
 - v. failure to pay a worker's compensation assessment, or federal or provincial taxes or other governmental levies or charges;
 - vi. 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;
 - vii. inaccuracies in information provided to GCT3 by the Contractor; or
 - viii. the disclosure of Confidential Information to any third party.

- 1.10 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.

- 1.11 The 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

- 1.12 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.

1.13 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.

1.14 An event of default ("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 regulations;
- (j) fails to provide competent supervision for the Work;
- (k) fails to submit schedules/documents/information under the Agreement;
- (l) refuses or neglects to comply with an order given by GCT3; or
- (m) commits any other breach under the Agreement.

1.15 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.

1.16 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 of more 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;
- (c) demand payment for any amounts owed to GCT3.

1.17 The duties and obligations imposed upon the Contractor by the Agreement and the rights and remedies available to GCT3 therein under shall be in addition to and not a limitation of any

- duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to GCT33 at law or otherwise.
- 1.18 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.
- 1.19 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.
- 1.20 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 PST. The GCT3 is GST exempt.
- 1.21 GCT3 will not consider payment of any additional charges (e.g. 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.
- 1.22 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.
- 1.23 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.
- 1.24 GCT3 bears no responsibility for payment delays or interest charges due to delays in approval of invoices that are improperly submitted by the Contractor.
- 1.25 The monthly invoices shall show:
- (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 separate amount; and
 - (c) GCT3's GST Exemption Number.
- 1.26 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;
 - * Meal expenses reimbursement rates at the issue dated of the Request For Proposal are: Breakfast \$11.50; Lunch \$11.75; Dinner \$32.30; Incidentals \$11
 - * Invoices for meal expenses must identify the name of the traveler, date, and claim for breakfast/lunch/dinner or full days total; and
 - * Invoices for meal expenses will be equal to the meal expense reimbursement rates regardless of actual expense, no receipts are to be submitted.
- 1.27 Upon request of GCT3, the Contractor shall provide original receipts to substantiate expensed items identified in its invoices for goods and/or services.
- 1.28 Except as expressly and specifically permitted in this Request, 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 Request or for the actions of GCT3, its consultants or advisors in relation to this Request, 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).
- 1.29 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) to 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.
- 1.30 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.