

Laurentian University

Request for Proposals For Services for any one of, a combination of, or all of the following;

**(1) Senate Governance Review;
and/or (2) Board of Governors
Governance Review; and/or (3)
Operational Review
RFP No. 21-LCD-15**

Issue Date: August 5th, 2021

Submission Deadline: August 31, 2021 at 3:00:00 p.m. (Local Time)

**THE ATTACHED NOTICE OF PUBLIC PROCUREMENT
AND REQUEST FOR PROPOSAL IS BEING PROVIDED
ON THE MONITOR'S WEBSITE FOR INFORMATIONAL
PURPOSES ONLY. PARTIES WISHING TO MAKE A
SUBMISSION RESPONDING TO THE REQUEST FOR
PROPOSAL SHOULD DO SO BY REGISTERING AND
OBTAINING THE REQUEST FOR PROPOSAL
THROUGH THE UNIVERSITY'S PROCUREMENT
SYSTEMS AS SET OUT BELOW.**

MERX --- www.merx.com Reference Number 0000205175.

bonfire---<https://laurentian.bonfirehub.ca>

LAURENTIAN UNIVERSITY – RFP Notice

Date: August 5, 2021

Re: Request for Proposal 21-LCD-15 Services **any one of, a combination of, or all of** the following:

(1) Senate Governance Review; (2) Board of Governors Governance Review; (3) Operational Review

a)	the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any	Laurentian University 935 Ramsey Lake Road Sudbury, ON P3E 2C6
b)	a brief description of the procurement	Laurentian University is seeking proposals for Services for any one of, a combination of, or all of the following: (1) Senate Governance Review; (2) Board of Governors Governance Review; (3) Operational Review Proponents may choose to submit proposals for any one of, a combination of, or all of the following: 1. Senate Governance Review 2. Board of Governors Governance Review 3. Operations Review Proponents who choose to submit two (2) or more proposals may receive additional value-added synergy points. Laurentian University along with its Advisors, the Monitor and the CRO will evaluate and will award based on an individual proposal basis the submissions for any one of, a combination of or all of the following: 1. Senate Governance Review 2. Board of Governors Governance Review 3. Operational Review or all of the aforementioned; Laurentian University reserves the right to enter into a Final Agreement with one or more proponents to obtain the best package of services, as determined by Laurentian University, its Advisors, the Monitor and the CRO.

c)	the nature and the quantity, or estimated quantity, of the goods or services to be procured unless those requirements are included in RFP documentation	Included in RFP documentation.
d)	the address and final date for the submission of RFP	Final date for submission August 31st, 2021, 3:00:00 p.m., local time via BONFIRE electronic submission. Each Proponent is required to submit its Proposal on Bonfire at the following link: https://laurentian.bonfirehub.ca
e)	the date, time, and place for any public opening of RFP's	There will be no public opening of the Proposals delivered by Proponents.
f)	a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers, unless those requirements are included in RFP documentation that is made available to all interested suppliers at the same time as the RFP notice	Stages of Evaluation 1. Technical Proposal Evaluation 2. Financial Proposal Evaluation 3. Interview Proponents must first meet the minimum passing score of 70% on the technical submission evaluated criteria per Proposal submitted. Proponents who have met the minimum passing score of 70% on the technical submission will also be evaluated based on the financial evaluation criteria. Those Proponents who have satisfied the minimum passing score on the technical submission evaluation criteria and who achieve a satisfactory score based upon the financial submission evaluation criteria, will proceed to the Interview phase. Laurentian University, along with its Advisors, the Monitor and the CRO will be conducting the Interview, Question and Answer Session for up to five (5) Proponents with the highest scores per Proposal submission. There will be a series of questions that the Proponents will be asked and Proponents will be rated based on their answers. Cumulative Score and Selection of Highest Scoring Proponent At the conclusion of the Interview, Question and Answer Session for up to five (5) Proponents, the Interview, Question and Answer Session points will be added to the overall scoring and the highest scoring Proponent will be recommended as the Successful Proponent. Proponents are required to submit references of relevant similar experience for their (1) Senate Governance Review; (2) Board of Governors Governance Review; (3) Operational Review; and/or all of the aforementioned for which a Proposal is being submitted by a Proponent.

g)	a statement that the procurement is subject to this Chapter	This procurement is subject to Article 19- Comprehensive Economic and Trade Agreement (CETA).
h)	the time-frame for delivery of goods or services, or the duration of the contract	Included in RFP documentation
i)	a description of any options, unless those requirements are included in RFP documentation	Included in RFP documentation
j)	the procurement method that will be used, and whether it will involve negotiation or electronic auction	Procurement Method: Request for Proposal Submission: BONFIRE electronic submission
k)	if, pursuant to Article 19.12, a procuring entity intends to select a limited number of qualified suppliers to be invited, the criteria that will be used to select them and, if applicable, any limitation on the number of suppliers that will be permitted to submit, unless the criteria and any limitations are included in RFP documentation	N/A
l)	the language or languages in which RFP's or responses to requests for prequalification may be submitted, if they may be submitted in a language other than that of the RFP notice	Language of RFP and RFP Responses are to be in English.



Request for Proposals

For

**Services for any one of, a
combination of, or all of the
following;**

**(1) Senate Governance Review;
and/or (2) Board of Governors
Governance Review; and/or (3)
Operational Review**

RFP No. 21-LCD-15

Issue Date: August 5th, 2021

Submission Deadline: August 31, 2021 at 3:00:00 p.m. (Local Time)

Section 1 - INTRODUCTION	1
1.1 General.....	1
1.2 Laurentian University	1
1.3 Contact Person.....	2
1.4 Conflict of Interest	2
1.5 University Policies	5
1.6 Research Environment.....	5
Section 2 - THE RFP DOCUMENTS	5
2.1 Request for Proposals Documents	5
2.2 Distribution of Documents to Proponents	6
2.3 BONFIRE	6
2.4 Proponent Investigations.....	7
Section 3 - THE RFP PROCESS	7
3.1 RFP Process Timetable	7
3.2 Questions and Requests for Clarifications or Information	8
3.3 Notices	9
3.4 Addenda/Changes to the RFP Documents.....	9
3.5 General Proponents Meeting(s).....	9
3.6 Prohibited Contacts.....	9
3.7 Ineligible Persons.....	10
3.8 Restrictions on Communications between Proponents – No Collusion.....	10
3.9 Disclosure of Proposal Information	10
3.10 Confidential Information	11
3.11 Copyright and Use of Information in Proposals	12
3.12 Entities Permitted to Submit Proposals.....	13
3.13 Proponents' Costs	13
3.14 Clarification, Verification and Supplementing of Proponent's Proposal.....	13
3.15 Changes to Proponents	14
3.16 Insurance and Workplace Safety during the RFP Process.....	14
Section 4 - PROPOSAL CONTENT AND FORMAT	14
4.1 Format and Content of Proposal	14
4.2 Proposal Submission Form	14
4.3 Contents of the Technical Submission.....	14
4.4 Contents of the Financial Submission.....	14
4.5 References and Past Performance Issues	15
Section 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION	15
5.1 Submission of Proposals and Late Proposals	15
5.2 Late Proposals	17
5.3 Withdrawal of Proposals	17

5.4	Proposal Irrevocability	17
5.5	One Proposal per Person or Entity	17
5.6	Proposals to be Retained by University	17
Section 6 - PROPOSAL EVALUATION		18
6.1	Evaluation of Proposals	18
6.2	Interviews, Site Visits, Demonstrations and Presentations.....	18
Section 7 - DISQUALIFICATION		18
7.1	Disqualification	18
Section 8 – NEGOTIATIONS PROPONENTS.....		20
8.1	Negotiations Proponents.....	20
Section 9 – NEGOTIATION AND FINALIZATION OF AGREEMENT WITH NEGOTIATIONS PROPONENT		20
9.1	Agreement Finalization	20
9.2	Notification If Successful Or Not	21
9.3	Debriefing	21
9.4	Dispute Resolution	21
Section 10 - RIGHTS OF THE UNIVERSITY		22
10.1	General Rights of the University	22
10.2	Limit on Liability.....	23
Section 11 - DEFINITIONS		23
11.1	General.....	23
11.2	RFP Definitions	23
SCHEDULE A RFP DATA SHEET		26
SCHEDULE B PROPOSAL SUBMISSION FORM		34
SCHEDULE C CONFLICT OF INTEREST DECLARATION		39
Attachment 1 to Schedule C Exceptions.....		41
SCHEDULE D SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA.....		43
Schedule D Part 1 Technical Submission Requirements and Evaluation Criteria.....		44
Schedule D Part 2 Financial Submission Requirements and Evaluation Criteria.....		53
SCHEDULE E REFERENCE FORM		57
SCHEDULE F FRAMEWORK OF TERMS FOR DRAFT AGREEMENT		59

REQUEST FOR PROPOSALS

SECTION 1 - INTRODUCTION

1.1 General

(1) Laurentian University (the “**University**”) is issuing the RFP Documents (as defined in RFP Section 2.1(1)) to retain a supplier to provide the goods and/or services briefly described in the RFP Data Sheet (as defined in RFP Section 11.2(36)) the general terms of which will be as set out in the Draft Agreement (as defined in RFP Section 2.1(1)(g)) (the “**Goods and/or Services**”) and ultimately a Final Agreement (as defined in RFP Section 1.1(2)) if the Proponent becomes a Successful Proponent. The RFP number is set out in the RFP Data Sheet (the “**RFP Number**”).

This RFP is to retain supplier(s) for services **for any one of, a combination of, or all of** the following:

1. Senate Governance Review;
2. Board of Governors Governance Review;
3. Operational Review.

Proponents may choose to submit proposals for:

1. Senate Governance Review; and/or
2. Board of Governors Governance Review; and/or
3. Operational Review;

Proponents who choose to submit two (2) or more proposals may receive additional value-added synergy points.

(2) The University, in consultation with its advisors, the court-appointed Monitor in its CCAA proceeding Ernst & Young Inc. (the “**Monitor**”) and its Chief Redevelopment Officer (“**CRO**”) intends to award the final agreement that will be entered into pursuant to the RFP process (the “**Final Agreement**”) through an open, fair and competitive RFP process. The RFP competition will be open either to,

- (a) any entity described in RFP Section 3.12(1); or
- (b) only those entities that have been invited to submit a response to this RFP process as specified in the RFP Data Sheet,

as applicable. In the RFP Documents, individuals or firms that submit documents in response to this RFP process are referred to as “**Proponents**”. The entity or entities that the University selects to negotiate an agreement with in respect of the Goods and/or Services are referred to as “**Negotiations Proponent(s)**”. The Proponent that the University enters into the Final Agreement with is referred to as the “**Successful Proponent**”. For ease of reference, prospective proponents, whether or not they submit a proposal in response to this RFP process (a “**Proposal**”), are also referred to as “Proponents”.

(3) The process to select the Successful Proponent for the purposes of the Goods and/or Services will commence with the issuance of the RFP Documents and will terminate when the University selects a Successful Proponent and a Final Agreement has been executed by Laurentian and the Successful Proponent (the “**RFP Process**”).

1.2 Laurentian University

Serving close to 10,000 students Laurentian University, located on the traditional territory of the Atikameksheng Anishnawbek First Nation, is committed to strengthening the foundation of knowledge in

RFP No.: 21-LCD-15 - (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review

higher education and research in order to offer an outstanding university experience in English and French with a comprehensive approach to Indigenous education. Together with its federated partners, Laurentian University prepares leaders who bring innovative and intelligent solutions to local and global issues. Laurentian's students benefit from small class sizes and exceptional post-graduation employment rates.

At Laurentian University, these are the shared values:

1. The North inspires us;
2. Student success is our success;
3. Teaching and Learning define us;
4. Curiosity drives our Research; and
5. Relationships are our priority.

Laurentian University seeks out opportunities for collaborations, investments, and accomplishments that align with these strengths:

1. Indigeneity – Laurentian University is committed to reconciliation.
2. Francophone Cultures and Language – Laurentian University is renowned for fostering Franco-Ontarian cultural institutions.
3. Interdisciplinarity – Laurentian University promotes collaboration through interdisciplinary programs and research.
4. Mining and Environmental Sustainability – Laurentian University is a world leader in mining education and research, and is internationally acclaimed for environmental remediation work.
5. Well-being – Laurentian University excels in education and research on health and well-being.

Laurentian University's key clients and stakeholders include:

- Prospective students
- Current students
- Staff and faculty,
- Alumni,
- Donors, friends, and other stakeholders,
- Parents, teachers, and guidance counsellors.

1.3 Contact Person

(1) The Proponents are required to submit all questions and other communications regarding the RFP Documents, the RFP Process and their Proposals by e-mail to the contact person named in the RFP Data Sheet (the "**Contact Person**") at the email address set out in the RFP Data Sheet. During this RFP Process, Proponents may only contact the University through the Contact Person.

1.4 Conflict of Interest

(1) For the purposes of this RFP Process, "**Conflict of Interest**" includes any situation or circumstance where a Proponent or any of its Advisors (as defined in RFP Section 11.2(2)), or any of the employees of a Proponent or Proponent Advisor engaged in the development or oversight of development of the Proponent's Proposal (including for such employees in their personal capacities):

- (a) has commitments, relationships or financial interests or involvement in any litigation or proceeding that:

- (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of the University or its Advisors; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Draft Agreement if that Proponent was determined to be a Successful Proponent under the RFP Process;
- (b) has contractual or other obligations to the University that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFP Process; or
- (c) has knowledge of confidential information (other than Confidential Information (as defined in RFP Section 3.10(1))) that,
 - (i) has been made available to the Proponent or any of its Advisors;
 - (ii) is of strategic and/or material relevance to the RFP Process or to the Goods and/or Services; and
 - (iii) is not available to other Proponents and that could or could be seen to give the Proponent an unfair competitive advantage.

(2) If a Proponent believes that a Proponent or a person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Proposal may have a perceived, potential or actual Conflict of Interest prior to the submission of a Proposal, then that Proponent is required to deliver to the Contact Person through e-mail and no later than the deadline set out in the Timetable (as defined in RFP Section 3.1(1)) a completed and executed Schedule C of this RFP – Conflict of Interest Declaration, which will be used by the University in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Proponent or any employee or Advisor of the University in respect of the Goods and/or Services. For clarity, all Proponents are also required to submit updated, completed and executed versions of Schedule C of this RFP – Conflict of Interest Declaration as part of their Proposals. Following submission of its Proposal, if a Proponent discovers any perceived, potential or actual Conflict of Interest, the Proponent will promptly disclose such Conflict of Interest to the Contact Person.

(3) Proponents are advised to review the Laurentian University Supply Chain Code of Ethics <https://laurentian.ca/policies-accountability/policies> and to ensure that the Proponent and its Advisors have complied with these policies and with any instructions from the University arising from the application of these policies. For clarity, Proponents have an ongoing obligation to comply with this RFP Section 1.4(2) in addition to complying with the foregoing policies.

(4) At the request of the University, the Proponent will provide the University with the Proponent's proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest. The Proponent will submit any additional information to the University that the University considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

(5) The final determination of whether a perceived, potential or actual Conflict of Interest exists will be made by the University in its sole discretion. The University may, in its sole discretion,

- (a) exclude any Proponent or Proponent's Advisor on the grounds of Conflict of Interest;

- (b) require the Proponent or a Proponent's Advisor to substitute a new person or entity with similar qualifications for the person or entity giving rise to the Conflict of Interest; and/or
- (c) waive any and all perceived, potential or actual Conflicts of Interest of Proponents or any of their respective Advisors, upon such terms and conditions as the University, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the University, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

(6) Without limitation to any other rights of the University hereunder, in order to ensure the integrity, openness and transparency of the RFP Process, the University may, in its sole discretion

- (a) impose at any time on all Proponents additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Proponents; and
- (b) require that any or all Proponents at any time during the RFP Process provide the University with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Proponent with such policies, processes and controls.

(7) If, in the opinion of the Board of Governors of the University or the University's General Counsel, there are reasonable grounds to believe that it would not be in the best interests of the University to enter into a contract with the successful Proponent as a result of the background of the Proponent, which background details include but are not limited to the following issues:

- (a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
- (b) the conviction or finding of liability of that person under the Criminal Code or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
- (c) the conviction or finding of liability of that person under the Environmental Protection Act, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business;
- (d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Ontario, Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
- (e) the conviction or finding of liability of that person under the Securities Act or the corresponding legislation of any other province of Canada or any member of the European Union or the United States of America or any state thereof,

then the University may, in its sole discretion, disqualify the Proponent's Proposal or cancel its decision to identify a Proponent as a Successful Proponent.

1.5 University Policies

(1) Proponents are required to adhere to and comply with the commitments set out in all University policies which are available on the University's website, including the following and any other policies set out in the RFP Data Sheet:

(a) Accessibility for Ontarians with Disabilities Act:

- (i) The Accessibility for Ontarians with Disabilities Act, 2005 – O. Reg. 429/07, applies to the services provided by the Proponent. This Regulation establishes accessibility standards for customer service and it applies to every designated public sector organization and to every other person or organization that provides goods or services to members of the public or other third parties and that has at least one employee in Ontario. The University's policy on accessibility can be found on Laurentian's website at <http://laurentian.ca/accessibility>

(b) Respectful Workplace and Learning Environment

- (i) Laurentian University is committed to providing a working and learning environment that is free of discrimination, harassment and bullying, where all individuals are treated with respect and dignity. To this end, the University has a Policy and a Program for a Respectful Workplace and Learning Environment, and while on site, there is an expectation that all contractors and visitors will abide by this policy which can be found on Laurentian's website at <http://laurentian.ca/respectful-workplace-and-learning-environment>

1.6 Research Environment

(1) If set out in the RFP Data Sheet, the Goods and/or Services are to be financed in part by The Canada Foundation for Innovation ("CFI") and the provisions of this RFP Section 1.6(1) will apply. CFI is an independent corporation created by the Government of Canada to fund research infrastructure. The CFI's mandate is to strengthen the capacity of Canadian universities, colleges, research hospitals and non-profit research institutions to carry out world-class research and technology development that benefits Canadians. Further information about CFI can be found at www.innovation.ca. CFI requires all Proponents to identify and document the standard market price for the equipment/service proposed and the University's one-time special pricing, the difference being an "in-kind" contribution. The standard market price must be the price normally provided to educational institutions. In addition, Proponents must identify and document the standard market price of any equipment supplied at no charge. Proponents are asked to provide these details in their Proposal. It is not mandatory for Proponents to provide an in-kind contribution and all in-kind contributions are voluntary. If the list price and the normal educational prices are the same, Proponents should provide a statement in their response to explain the rationale behind their pricing strategy.

SECTION 2 - THE RFP DOCUMENTS

2.1 Request for Proposals Documents

(1) The Request for Proposals documents (the "RFP Documents") are:

- (a) the Request for Proposals (the "RFP");

RFP No.: 21-LCD-15 - (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review

- (b) Schedule A – RFP Data Sheet;
- (c) Schedule B – Proposal Submission Form;
- (d) Schedule C – Conflict of Interest Declaration;
- (e) Schedule D – Submission Requirements and Evaluation Criteria (the **“Evaluation Criteria”**), including,
 - (i) Schedule D Part 1 – Technical Submission Requirements and Evaluation Criteria;
 - (ii) Schedule D Part 2 – Financial Submission Requirements and Evaluation Criteria;
- (f) Schedule E – Reference Form;
- (g) Schedule F – Framework of Terms for Draft Agreement (the **“Draft Agreement”**); and
- (h) Addenda (as defined in RFP Section 11.2(1)) to the RFP Documents, if any.

(2) The Proponents are instructed to read the RFP Documents as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

2.2 Distribution of Documents to Proponents

(1) Except as provided in RFP Section 2.2(2), the University will circulate this RFP and all other RFP Documents, including Addenda, by placing them on BONFIRE. In addition, but not in place of the placing of the RFP Documents on BONFIRE, the RFP Notice of Public Procurement shall be posted on the website maintained by the Monitor under the CCAA proceeding, with all documents relating to the CCAA proceeding (the **“Monitor’s Website”**). If the University chooses to notify Proponents that documents have been added on BONFIRE, such notification is a courtesy only and Proponents are solely responsible to ensure that they have reviewed all documents on BONFIRE in accordance with RFP Section 2.3(2) and, in particular, have reviewed all documents on BONFIRE immediately prior to submitting Proposals.

(2) If a Proponent requires the RFP Documents in paper copy, the Proponent may submit a request to the Contact Person, along with a reason for why the Proponent requires the RFP Documents in paper copy. Following consideration of the Proponent’s request, the University may, in its sole discretion, choose to circulate RFP Documents in paper copy to the Proponent who made the request.

2.3 BONFIRE

- (1) The University will use BONFIRE to,
 - (a) distribute RFP Documents, Notices (as defined in RFP Section 11.2(23)) and Addenda; and
 - (b) provide Questions and Answers Documents (as defined in RFP Section 3.2(2)) for the Proponents’ review.

The University may add, delete or amend documents on BONFIRE at any time.

- (2) Each Proponent is solely responsible to ensure that it:

- (a) notifies the Contact Person if the Proponent is having difficulty viewing the RFP Documents, Addenda, Notices or any Questions and Answers Document on BONFIRE;
- (b) has the appropriate software which allows the Proponent to access and download RFP Documents, Notices, Addenda, and the Questions and Answers Documents from BONFIRE; and
- (c) checks BONFIRE frequently for the addition, deletion or amendment of RFP Documents, Notices, Addenda, and any Questions and Answers Document and, at all times during the RFP Process, keeps itself informed of and takes into account the most current RFP Documents, Notices, Addenda, and Questions and Answers Documents.

2.4 Proponent Investigations

(1) Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Goods and/or Services or the Draft Agreement. The Proponents' obligations set out in this RFP Section 2.4 apply irrespective of any information contained in the RFP Documents or in any Questions and Answers Documents.

(2) The University does not represent or warrant the accuracy or completeness of any information that is set out in the RFP Documents or of any other background or reference information or documents prepared by the University or by third parties and which may be made available to Proponents by or through the University. Proponents will make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all such information will be at the Proponents' sole risk and without recourse against the University.

SECTION 3 - THE RFP PROCESS

3.1 RFP Process Timetable

(1) The deadline for the submission of Proposals (the "**Submission Deadline**") and the general timetable for the RFP Process (the "**Timetable**") are set out in the RFP Data Sheet.

(2) The University may, without liability, cost or penalty and in its sole discretion amend the Timetable,

- (a) for matters that are to take place on or before the Submission Deadline, at any time prior to the Submission Deadline; and
- (b) for matters that are to take place after the Submission Deadline, at any time during the RFP Process.

(3) If the University extends the Submission Deadline, all obligations of Proponents will thereafter be subject to the extended deadline.

(4) In the event of any conflict, inconsistency or ambiguity between the deadlines set out in the Timetable and any deadline set out or displayed on Bonfire or BONFIRE, the deadlines set out in the Timetable will govern.

3.2 Questions and Requests for Clarifications or Information

(1) In addition to the requirement set out in RFP Section 1.3, the following rules will apply to Proponents when submitting questions or requests for clarifications or information ("**Questions**") to the University during the RFP Process:

- (a) Proponents are required to submit all Questions to the Contact Person electronically by e-mail and in accordance with the deadlines set out in the Timetable. Proponents are required to clearly identify in each Question,
 - (i) whether or not the Proponent considers the Question to be a "General Question" or a "Commercially Confidential Question";
 - (ii) the RFP Number, as set out in the RFP Data Sheet; and
 - (iii) if the Proponent is referencing a document and section of the RFP Documents in the Question, the document and section that the Proponent is referencing.
- (b) Proponents are permitted to submit Questions categorized as follows:
 - (i) Questions that are of general application and that would apply to other Proponents ("**General Questions**"); and
 - (ii) Questions that the Proponent considers to be commercially sensitive or confidential to that particular Proponent ("**Commercially Confidential Questions**");
- (c) If the University disagrees with the Proponent's categorization of a Question as a Commercially Confidential Question, the University will give the Proponent an opportunity to either categorize the Question as a General Question or to withdraw the Question;
- (d) If the University determines, in its sole discretion, that a Commercially Confidential Question, even if it is withdrawn by a Proponent, is of general application or would provide a significant clarification of the RFP Documents or RFP Process to Proponents, the University may provide a clarification to Proponents in a Questions and Answers Document that deals with the same subject matter as the withdrawn Commercially Confidential Question; and
- (e) If the University agrees with the Proponent's categorization of a Commercially Confidential Question, then the University will provide a response to that Question to only the Proponent that submitted the Question.

(2) The University will respond to General Questions by posting a "**Questions and Answers Document**" or a series of "**Questions and Answers Documents**" to BONFIRE in accordance with the schedule set out in the Timetable. The University may, in its sole discretion, distribute responses to Questions of a minor or administrative nature to only the Proponent who submitted the minor or administrative Question.

(3) The Questions and Answers Documents prepared and posted or circulated by the University are not RFP Documents and do not amend the RFP Documents. If, in the University's sole discretion, responses to Questions require an amendment to the RFP Documents, such amendment will be prepared and circulated by Addendum in accordance with RFP Section 3.4. Only a response to a Question that has been incorporated into or issued as an Addendum will modify or amend the RFP Documents and, otherwise, the Questions and Answers Documents will have no force or effect whatsoever and will not be relied upon by any Proponent.

(4) It is the Proponent's obligation to seek clarification from the University of any matter it considers to be unclear in accordance with this RFP Section 3.2. The University is not responsible in any way whatsoever for any misunderstanding by the Proponent of the RFP Documents, the Questions and Answers Documents, any documents placed on BONFIRE or any other type of information provided by or communication made by the University or any third party.

3.3 Notices

(1) The University may, in its sole discretion, issue Notices on BONFIRE to Proponents for the purpose of communicating on issues of importance to the RFP Process. Such Notices are not RFP Documents and do not amend the RFP Documents.

3.4 Addenda/Changes to the RFP Documents

(1) The University may, in its sole discretion, amend or supplement the RFP Documents prior to the Submission Deadline. The University will issue changes to the RFP Documents by Addenda only by placing them on BONFIRE. No other statement, whether spoken or written, made by the University or the University's Advisors, including, for clarity, the Contact Person, or any other person, will amend the RFP Documents. The approximate final date that the University will issue an Addendum is set out in the Timetable, however, the University may issue Addenda at any time.

(2) The Proponent is solely responsible to ensure that it has received all Addenda issued by the University. Proponents may, in writing, seek confirmation of the number of Addenda issued pursuant to the RFP Documents from the Contact Person.

3.5 General Proponents Meeting(s)

(1) The University may, in its sole discretion, convene general Proponents meetings (each, a **"Proponents Meeting"**). Whether or not the University intends to convene Proponents Meeting(s) is set out in the RFP Data Sheet. If the University does convene Proponents Meeting(s), the approximate date(s) of the Proponents Meeting(s) are set out in the Timetable. While attendance at a Proponents Meeting is not mandatory, Proponents are strongly encouraged to attend. A Proponent's failure to attend a Proponents Meeting is at the Proponent's sole risk and responsibility.

(2) Unless otherwise set out in the RFP Data Sheet, the University will communicate locations and particulars with respect to Proponents Meetings in advance by Notice. The University reserves the right, in its sole discretion, to limit the number of Proponent attendees that may attend any Proponents Meeting. The University will notify the Proponents in advance in the event any such limitation is to be imposed.

(3) Proponents may ask questions and seek clarifications at a Proponents Meeting. Notwithstanding that the University may give spoken answers at a Proponents Meeting, those answers will not be considered final unless issued in writing. Therefore, Proponents are strongly encouraged to submit these questions in accordance with RFP Section 3.2 for response in accordance with RFP Section 3.2.

(4) No statement, consent, waiver, acceptance, approval or anything else said or done in any Proponents Meeting by the University or its Advisors will amend or waive any provision of the RFP Documents, or be binding on the University or be relied upon in any way by Proponents or their Advisors, except when and only to the extent expressly confirmed in an Addendum to the RFP Documents issued in accordance with RFP Section 3.4.

3.6 Prohibited Contacts

(1) Proponents and their respective Advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFP Process.

(2) Without limiting the generality of RFP Section 3.6(1), neither Proponents nor any of their respective Advisors, employees or representatives will contact or attempt to contact, either directly or indirectly, at any time during the RFP Process, any of the following persons or organizations on matters related to the RFP Process, the RFP Documents, or their Proposals:

- (a) any Advisor to the University;
- (b) any employee or representative of,
 - (i) the University; or
 - (ii) any other person or entity listed in the RFP Data Sheet; or
- (c) any directors, officers, employees, agents, representatives or consultants of any entity listed in RFP Sections 3.6(2)(a) and 3.6(2)(b), including any member of the Board of Governors of the University.

(3) If a Proponent or any of its respective Advisors, employees or representatives, in the opinion of the University, contravenes RFP Section 3.6(1) or RFP Section 3.6(2), the University may, in its sole discretion,

- (a) take any action in accordance with RFP Section 7.1; or
- (b) impose conditions on the Proponent's continued participation in the RFP Process that the University considers, in its sole discretion, to be appropriate.

For clarity, the University is not obliged to take the actions set out in this RFP Section 3.6(3).

3.7 Ineligible Persons

(1) As a result of their involvement with respect to the Goods and/or Services, the persons named as "**Ineligible Persons**" in the RFP Data Sheet, (collectively, "**Ineligible Persons**") and their respective Advisors engaged in respect of the Goods and/or Services and, subject to RFP Section 3.7(2), any person controlled by, that controls or that is under common control with the Ineligible Persons (each an "**Ineligible Person's Affiliate**") are not eligible to participate as a Proponent or Advisor to the Proponent. The University may amend the Ineligible Persons list in the RFP Data Sheet from time to time during the RFP Process.

(2) An Ineligible Person's Affiliate may be eligible to participate as a Proponent or Advisor to a Proponent only after it has obtained written consent from the University permitting it to participate as a Proponent or Advisor to the Proponent. The University will, in its sole discretion, make a determination as to whether the University considers there to be a perceived, potential or actual Conflict of Interest (as defined in RFP Section 1.4(1)) and whether the impact of such perceived, potential or actual Conflict of Interest can be appropriately managed, mitigated or minimized.

3.8 Restrictions on Communications between Proponents – No Collusion

(1) Neither a Proponent nor its respective Advisors or representatives will discuss or communicate, directly or indirectly, with any other Proponent (or such Proponent's Advisors or representatives), any information whatsoever regarding the preparation of its own Proposal or the Proposal of any other Proponent in a fashion that would contravene applicable law. Proponents are required to prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Proponent.

3.9 Disclosure of Proposal Information

(1) Proponents are advised that the University may be required to disclose the RFP Documents and a part or parts of any Proposal pursuant to the *Freedom of Information and Protection of*

RFP No.: 21-LCD-15 - (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review

Privacy Act, R.S.O. 1990, c. F.31, as amended from time to time ("**FIPPA**") or in order to comply with the University's policies or other applicable law.

(2) Subject to the provisions of FIPPA, the University will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Proponent as confidential but will not be liable in any way whatsoever to any Proponent if such information is disclosed based on an order or decision of the Information and Privacy Commissioner, or otherwise as required under applicable law. Proponents are strongly advised to consult their own legal Advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Proposals.

(3) Notwithstanding RFP Section 3.9(2), the University may disclose the name and address of the Successful Proponent and any pricing information provided by that Proponent in their Proposal.

3.10 Confidential Information

(1) For the purpose of this RFP Process, "**Confidential Information**" means all material, data, information or any item in any form, whether spoken or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by the University or the University's Advisors, in connection with the RFP Process, the RFP Documents or the Goods and/or Services, whether supplied, obtained from or provided before or after the RFP Process.

(2) The Proponent agrees that all Confidential Information:

- (a) will remain the sole property of the University and the Proponent will treat it as confidential;
- (b) will not be used by the Proponent for any purpose other than developing and submitting a Proposal in response to this RFP Process or the performance of any subsequent agreement relating to the Goods and/or Services with the University;
- (c) will not be disclosed by the Proponent to any person who is not involved in the Proponent's preparation of its Proposal, or the performance of any subsequent agreement relating to the Goods and/or Services with the University, without prior written consent of the University, in its sole discretion;
- (d) will not be used in any way detrimental to the University; and
- (e) if requested by the University, all Confidential Information will be destroyed by the Proponents no later than 10 Business Days (as defined in RFP Section 11.2(5)) after that request.

(3) Each Proponent will be responsible for any breach of the provisions of this RFP Section 3.10 by any person to whom it discloses the Confidential Information including, for clarity, the Proponent's Advisors. Each Proponent will indemnify the University and each of its Advisors and related entities and each of their respective directors, officers, consultants, employees, agents and representatives and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation and liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of any of the provisions of this RFP Section 3.10 by the Proponent or by any person to whom the Proponent has disclosed the Confidential Information.

(4) Each Proponent acknowledges and agrees that a breach of the provisions of this RFP Section 3.10 would cause the University, its Advisors, and its related entities to suffer loss that could not be adequately compensated by damages, and that the University and its Advisors and related entities may, in addition to any other remedy or relief, enforce any of the provisions of this RFP Section 3.10 upon application to a court of competent jurisdiction without proof of actual damage to the University, its Advisors, or its related entities.

(5) Notwithstanding anything else to the contrary in the RFP Documents, the provisions of this RFP Section 3.10 will survive any cancellation of this RFP Process and the conclusion of the RFP Process and, for greater clarity, will be legally binding on all Proponents, whether or not a Proponent submits a Proposal.

(6) The confidentiality obligations of the Proponent will not apply to any information which falls within the following exceptions:

- (a) information that is lawfully in the public domain at the time of first disclosure to the Proponent, or which, after disclosure to the Proponent, becomes part of the public domain other than by a breach of the Proponent's confidentiality obligations or by any act or fault of the Proponent;
- (b) information which was in the Proponent's possession prior to its disclosure to the Proponent by the University, and provided that it was not acquired by the Proponent under an obligation of confidence; or
- (c) information which was lawfully obtained by the Proponent from a third party without restriction of disclosure, provided such third party was at the time of disclosure under no obligation of secrecy with respect to such information.

3.11 Copyright and Use of Information in Proposals

(1) Proponents will not use or incorporate into their Proposals any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Proponents have, or will procure through licensing without cost to the University, the right to use and employ such concepts, products and processes in and for the Goods and/or Services.

(2) All requirements, designs, documents, plans and information supplied by the University to the Proponents in connection with this RFP Process are and will remain the property of the University. Upon request of the University, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Proponent) must be destroyed.

(3) The Proponent will grant to the University a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty free licence (fully assignable without the consent of the Proponent and with the right to sub-licence without the consent of the Proponent) to use the Proposal Information (as defined in RFP Section 3.11(4)) for the purposes of evaluation of Proposals and the negotiation and execution of any Final Agreement.

(4) For the purposes of this RFP Section 3.11, "**Proposal Information**" includes all information contained in a Proposal or which is disclosed by or through a Proponent to the University during the evaluation of Proposals or during the process of executing any Final Agreement and any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Proponent and revealed to or discovered by the University, including any and all those which may be connected in any way to the preparation, submission, review or negotiation of any Proposal or the Draft Agreement.

(5) Proponents will ensure that all intellectual property rights associated with any and all of the Proposal Information (including copyright and moral rights but excluding patent rights) provide for and give the University the rights set out in this RFP Section 3.11. It is expressly understood and agreed that any actual or purported restriction in the future on the ability of the University to use any of the Proposal Information as contemplated in this RFP Section 3.11, or anything else obtained by or through Proponents, will be unenforceable as against the University and each of their respective Advisors, and that the provisions of this RFP Section 3.11 will take precedence and govern.

3.12 Entities Permitted to Submit Proposals

- (1) A Proposal may be submitted by:
 - (a) a single person or entity as the Proponent; or
 - (b) a prime contractor and subcontractors.

(2) Where a Proposal is submitted by a prime contractor and subcontractors, the prime contractor shall submit a Proposal on its own behalf and on behalf of its subcontractors and the prime contractor shall be responsible for ensuring its subcontractors perform their obligations under the Final Agreement.

3.13 Proponents' Costs

(1) The Proponent will bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP Process.

(2) In no event will the University be liable to pay any costs or expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process.

3.14 Clarification, Verification and Supplementing of Proponent's Proposal

- (1) The University may, in its sole discretion,
 - (a) require the Proponent to verify or clarify the contents of its Proposal or any statement made by the Proponent;
 - (b) require the Proponent to submit supplementary documentation clarifying or verifying any matters contained in its Proposal;
 - (c) seek a Proponent's acknowledgement of a University interpretation of the Proponent's Proposal; and
 - (d) allow the Proponent to supplement its Proposal or amend its Proposal with respect to minor clerical or administrative issues.
- (2) For clarity, a minor clerical or administrative issue is one that does not:
 - (a) impede, in any material way, the ability of the University to evaluate the Proposal; or
 - (b) constitute an attempt by the Proponent to revise the University's or the Proponent's rights or obligations under the RFP Documents or affects the University's ability to enforce the Proponent's obligations pursuant to the RFP Documents in a way not permitted by this RFP.

(3) The University is not obliged to seek clarification or verification of any aspect of a Proposal or any statement by a Proponent, including an ambiguity in a Proposal or in a statement made by a Proponent.

(4) Any written information received by the University from a Proponent pursuant to a request for clarification or verification from the University as part of the RFP Process may, in the University's discretion, be considered as an integral part of the Proposal.

3.15 Changes to Proponents

(1) If, prior to execution of the Final Agreement, there is a Proposed Proponent Change (as defined in RFP Section 11.2(31)), then the Proponent will promptly notify the University in writing to the Contact Person through e-mail. In response to a notification in accordance with this RFP Section 3.15, the University may, in its sole discretion, provide the Proponent with instructions as to the type of information required by the University to consider the Proposed Proponent Change as well as the deadlines for submission of information that the Proponent must meet in order to have its request considered by the University. The Proponent will provide any further documentation as may be reasonably requested by the University to assess the impact of the Proposed Proponent Change on the Proponent. The University may, in its sole discretion, refuse to accept a Proposed Proponent Change, subject to such terms and conditions as the University, in its sole discretion, may require.

3.16 Insurance and Workplace Safety during the RFP Process

(1) If, during the RFP Process, a Proponent attends a site visit or meeting contemplated in the RFP Documents, such Proponent represents and warrants that it has obtained and maintained sufficient insurance and has fulfilled any requirements with respect to workplace safety as required by applicable law in order to attend such site visits and/or meetings.

SECTION 4 - PROPOSAL CONTENT AND FORMAT

4.1 Format and Content of Proposal

(1) Proponents must prepare their Proposals in accordance with and in the content and format requirements set out in the RFP Data Sheet.

(2) If applicable, the maximum length of the Proposal is set out in the RFP Data Sheet. The University may, in its sole discretion, not evaluate any pages of a Proposal in excess of the page limit set out in the RFP Data Sheet, which may adversely affect the scoring of the Proposal by the University.

(3) Proponents are cautioned to review the provisions of the Draft Agreement with respect to pricing and compensation and will take all provisions into account when completing the Price Form (as defined in RFP Section 11.2(25)).

(4) The entire content of a Proponent's Proposal must be submitted in fixed form, and the content of websites or other external documents referred to in the Proponent's submission will not be considered to form part of its Proposal unless the University specifies otherwise in Schedule D – Submission Requirements and Evaluation Criteria.

4.2 Proposal Submission Form

(1) Each Proponent will complete and execute the Proposal Submission Form attached as Schedule B of this RFP.

(2) Each Proponent will complete and submit any additional forms attached as Appendices to Schedule B – Proposal Submission Form.

4.3 Contents of the Technical Submission

(1) The Proponent is required to prepare and submit its technical submission in the format and containing the information set out in Schedule D Part 1 to this RFP (the **"Technical Submission"**).

4.4 Contents of the Financial Submission

(1) The Proponent is required to prepare and submit its financial submission in the format and containing the information set out in Schedule D Part 2 to this RFP (the **"Financial Submission"**).

4.5 References and Past Performance Issues

(1) If specified in the RFP Data Sheet, Proponents are required to provide reference information using the form attached as Schedule E to this RFP (the “**Reference Form**”). Unless otherwise set out in the RFP Data Sheet, all references are to be with respect to goods and/or services that are similar to the Goods and/or Services and that were provided to similar institutions to Laurentian University in accordance with the instructions set out in the RFP Data Sheet. Unless otherwise set out in the RFP Data Sheet, the Proponent is required to provide a minimum of three references in a form to be specified by the University.

(2) The University may, in its sole discretion, confirm the Proponent’s experience and ability to provide the Goods and/or Services by contacting the Proponent’s references. However, the University is under no obligation to contact references submitted by any Proponent and may determine, in its sole discretion, how and whether the responses of references will be taken into account in the evaluation process.

(3) If the University has reliable information with respect to a Proponent’s poor performance in providing goods and/or services, including to Laurentian University, the University may take such past poor performance into account in its evaluation of the Proponent and the Proponent’s Proposal.

SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 Submission of Proposals and Late Proposals

(1) Each Proponent is required to submit its Proposal on Bonfire at the link that is set out in the RFP Data Sheet before the Submission Deadline and in accordance with the requirements set out in this RFP Section 5.1.

(2) For the purpose of this RFP Process, the determination of whether a Proposal is submitted on or before the Submission Deadline will be based on the electronic time and date set out in the Bonfire portal without consideration as to the time and date it was sent by the Proponent.

(3) It is the sole responsibility of the Proponent to ensure that its Proposal is received by the University on or before the Submission Deadline. It is the sole responsibility of the Proponent when submitting a Proposal to ensure that it is submitted correctly and in accordance with Bonfire’s rules and requirements. For assistance with registration, login credentials, subscription information, fees and general use of Bonfire, Proponents are advised to contact Bonfire directly at Support@GoBonfire.com. Proponents can also visit the Bonfire help forum at <https://Bonfirehub.zendesk.com/hc>.

(4) With respect to submission of Proposals, Proponents are advised as follows:

- (a) Only Proposals received from Proponents who have obtained the documents directly from BONFIRE or from the University pursuant to RFP Section 2.2 will be considered for the purposes of this RFP Process.
- (b) The University will not accept responsibility for the delivery of any Proposal that is delivered other than by submitting in Bonfire, and will not accept, acknowledge, or return hard copy, facsimile or electronically emailed Proposals. For greater certainty, Proponents should not send the Contact Person an e-mail containing any Proposal or portion thereof.
- (c) Each Proponent must submit, electronically in Bonfire, an electronic copy of the complete Proposal on or before the Submission Deadline.
- (d) Each Proponent is required to submit its Proposal electronically in Bonfire in accordance with the requirements set out in Bonfire. Each Proponent should submit separately, in the file format specified in Bonfire, each of the following

portions of its Proposal in the dedicated section of Bonfire that is labeled to correspond with the applicable portion of the Proposal:

- (i) a completed Proposal Submission Form;
- (ii) a completed Conflict of Interest Declaration;
- (iii) a completed Reference Form;
- (iv) a completed Technical Submission; and
- (v) a completed Financial Submission.

Proponents are advised that only one file may be uploaded to each dedicated section of Bonfire unless otherwise specified in Bonfire. Proponents are cautioned that if a Proponent attempts to upload more than one file into the same dedicated section, the file that was originally uploaded to the section will be overwritten.

- (e) Proponents are advised that minimum system requirements for Bonfire include Internet Explorer 11+, Google Chrome, Microsoft Edge or Mozilla Firefox. Proponents are advised that Javascript must be enabled in order for Bonfire to function.
- (f) Proponents should allow sufficient time to submit and upload their Proposals. If a Proposal contains many large documents or if the Proponent is not running on high speed internet, the Proponent may require additional time in order to complete the submission and should budget time for submission of the Proposal accordingly. Proponents are cautioned that Bonfire will not allow the submission of a Proposal or portion of a Proposal if,
 - (i) the Submission Deadline passes prior to a Proponent commencing the upload or submission of the Proposal or portion of the Proposal; or
 - (ii) the Submission Deadline passes while a Proponent is in the process of uploading or submitting its Proposal or portion of a Proposal.

If a Proponent experiences an issue with submission of its Proposal, the Proponent is advised to contact Bonfire directly at the e-mail address set out in RFP Section 5.1(3). The University will be unable to assist with any Bonfire-related issues.

- (g) The largest individual file size that can be submitted by a Proponent through Bonfire is 1000 MB, although there is no limit to the number of files that can be submitted. If any individual file size is over 1000 MB, the Proponent is advised to divide its Proposal portions into multiple files in accordance with the following rules:
 - (i) the Proponent will maintain the separation between the Technical Submission and the Financial Submission, and will ensure that no individual file contains a portion of the Technical Submission and the Financial Submission;
 - (ii) the Proponent will clearly and legibly identify each file as a part of the Technical Submission or a part of the Financial Submission;
 - (iii) the Proponent will clearly and legibly label each file in a sequential manner such that the University is able to re-construct each of the

Technical Submission and the Financial Submission (for example, "Technical Submission, Part 1", "Technical Submission, Part 2"); and

- (iv) the Proponent will ensure that any division of the Proposal into multiple files is done in a logical manner such that clearly identifiable sections of the Proposal are contained in the same file or group of files.

- (h) Each Proponent should receive an email confirmation receipt with a unique confirmation number once it has submitted its Proposal.

(5) A Proposal that is not submitted in accordance with the requirements of this RFP Section 5.1 may be rejected by the University and the University will not be under any obligation to notify the Proponent that the Proposal was not submitted in accordance with the requirements of this RFP Section 5.1. A Proponent has not successfully submitted a Proposal if it has not successfully submitted a Technical Submission and a Financial Submission on or before the Submission Deadline.

5.2 Late Proposals

- (1) Proposals that are submitted after the Submission Deadline will be declared non-compliant and rejected.

5.3 Withdrawal of Proposals

- (1) A Proponent may withdraw its Proposal on or before the Submission Deadline by un-submitting its entire Proposal on Bonfire prior to the Submission Deadline.

5.4 Proposal Irrevocability

- (1) Subject to the Proponent's right to withdraw its Proposal before the Submission Deadline, the Proponent's Proposal will be irrevocable and will remain in effect and open for acceptance for the number of days set out in the RFP Data Sheet after the Submission Deadline.

5.5 One Proposal per Person or Entity

- (1) Except as set out in the RFP Data Sheet and with the University's prior written consent,
 - (a) a person or entity will submit or participate in only one Proposal; and
 - (b) no person or entity will be a subcontractor of a Proponent while submitting a Proposal individually in the same RFP Process.

For greater certainty, and notwithstanding anything else contained herein, the delivery by the same Proponent of Proposals for any or all of the Operational Review Proposal, the Senate Review Proposal and the Board of Governors Governance Review Proposal are expressly permitted under this RFP, and do not constitute more than one Proposal per Person or Entity for purposes of this section 5.5(1).

- (2) Except as set out in the RFP Data Sheet, a person or entity may be a subcontractor of a Proponent in respect of more than one Proposal.

- (3) If a person or entity submits or participates in more than one Proposal in contravention of RFP Section 5.5(1) the University may, in its sole discretion, disqualify any or all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

5.6 Proposals to be Retained by University

- (1) The University will not return or delete any Proposals or accompanying documentation.

SECTION 6 - PROPOSAL EVALUATION

6.1 Evaluation of Proposals

(1) The Proponents' Proposals will be reviewed and evaluated by the University in consultation with its Advisors, the Monitor and the CRO on the basis of the evaluation criteria set out in the RFP Data Sheet and Schedule D to the RFP - Submission Requirements and Evaluation Criteria. The Proponents acknowledge that the University has agreed to consult with certain stakeholders regarding the operational and governance reviews to be undertaken and that such consultation forms an integral part of the Goods and/or Services to be provided by the Successful Proponent.

(2) The University may require that Proponents receive a pre-established minimum passing score before being eligible to be considered further in the RFP Process (including being eligible for an interview). If the University intends to require a minimum passing score in this RFP Process, the required minimum passing score and any related requirements are set out in the RFP Data Sheet and RFP Schedule D – Submission Requirements and Evaluation Criteria. Failure to achieve a minimum passing score may prevent a Proponent from being eligible to be considered further in the RFP Process.

(3) The Proponents acknowledge that Proposals submitted in response to this RFP Process may not be directly comparable to one another. As a result, notwithstanding the general evaluation criteria set out in the RFP Data Sheet, the University and the Advisors and parties it consults with in connection with this RFP has broad discretion in evaluating Proponents and Proposals.

6.2 Interviews, Site Visits, Demonstrations and Presentations

(1) The University may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations if set out in the RFP Data Sheet.

(2) The evaluation of any interviews, demonstrations, site visits or presentations will be conducted in accordance with the process set out in the RFP Data Sheet.

(3) The University may conduct interviews, demonstrations, site visits or presentations with some or all Proponents.

SECTION 7 - DISQUALIFICATION

7.1 Disqualification

(1) The University may, in its sole discretion, disqualify a Proposal or cancel its decision to identify a Proponent as a Successful Proponent, at any time prior to the execution of the Final Agreement by the University, if,

- (a) The Proposal is determined to be non-compliant pursuant to RFP Section 5.1(5);
- (b) the Proponent fails to cooperate in any attempt by the University to clarify or verify any information provided by the Proponent;
- (c) the Proponent is not, in the University's sole discretion, financially creditworthy;
- (d) the Proponent does not, in the University's sole discretion, satisfy the University's privacy and security requirements;
- (e) the Proponent contravenes RFP Sections 3.6 or 5.5(1);
- (f) the Proponent fails to comply with applicable law;
- (g) the Proposal contains false or misleading information or the Proponent provides false or misleading information in its interview (if an interview is conducted);

- (h) the Proposal, in the sole discretion of the University, reveals a perceived, potential or actual Conflict of Interest that cannot be managed, mitigated or minimized;
- (i) the Proponent misrepresents any information provided in the Proposal;
- (j) a Proposed Proponent Change has occurred which has not been accepted by the University in accordance with RFP Section 3.15;
- (k) the Proponent fails to disclose any information (including in any declaration or form attached to the Proposal in connection with the RFP Documents) that would materially adversely affect the University's evaluation of the Proposal;
- (l) the University becomes aware of a perceived, potential or actual Conflict of Interest as described in RFP Section 1.4 and the Proponent,
 - (i) does not receive a waiver from the University in accordance with RFP Section 1.4(5)(c) or does not receive a consent in accordance with RFP Section 3.7(2), as applicable; or
 - (ii) fails to substitute the person or entity giving rise to the perceived, potential or actual Conflict of Interest in accordance with RFP Section 1.4(5)(b);
- (m) at any time prior to the Submission Deadline, the University became aware that the Proponent failed to disclose an actual Conflict of Interest in any past or current procurement issued by the University, unless the Proponent has demonstrated to the satisfaction of the University that the Proponent has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interest;
- (n) there is evidence that the Proponent or any of its respective employees, agents, consultants, contractors, service providers or representatives directly or indirectly colluded with one or more other Proponents or any of their respective employees, agents, consultants, contractors, service providers or representatives in the preparation or submission of Proposals or otherwise contravened RFP Section 3.8;
- (o) the Proponent has breached any agreement with the University (whether or not the University exercises any right to terminate such agreement) or has breached the Laurentian University's Supply Chain Code of Ethics;
- (p) the Proponent has been convicted of an offence in connection with any services rendered to the University;
- (q) the Proponent has breached an agreement for goods and/or services similar to the Goods and/or Services that are the subject of the RFP Documents with an entity other than the University;
- (r) the Proponent was convicted of a criminal offence within the three years immediately prior to the Submission Deadline;
- (s) a Proponent is, at the time of issuance of the RFP Documents or any time during the RFP Process, engaged in ongoing litigation against the University;
- (t) there are any convictions related to inappropriate bidding practices or unethical behaviour by a Proponent or any of its Affiliates (as defined in RFP Section

11.2(3)) in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction; or

- (u) a Proponent engages in any activity which, at the sole discretion of the University, is contrary to the public interest or is harmful to the integrity or reputation of the University.

SECTION 8 – NEGOTIATIONS PROPONENTS

8.1 Negotiations Proponents

(1) The University, in consultation with its Advisors, the Monitor and the CRO will determine the Negotiations Proponent or Negotiations Proponents in accordance with the ranking of Proponents for each of the Proposals pursuant to RFP Section 6.1.

(2) Notwithstanding anything else to the contrary in the RFP Documents, if the University, in its sole discretion, is of the opinion that a Proponent has submitted a price that is too low to be sustainable and to ensure the delivery of the Goods and/or Services on the terms set out in framework for the Draft Agreement, the University may decline to select that Proponent to be a Negotiations Proponent.

SECTION 9 – NEGOTIATION AND FINALIZATION OF AGREEMENT WITH NEGOTIATIONS PROPONENT

9.1 Agreement Finalization

(1) The University will notify the Negotiations Proponent, in writing, that it has been selected as a Negotiations Proponent for each Proposal.

(2) At the time the Negotiations Proponent is notified pursuant to RFP Section 9.1(1), the Negotiations Proponent and the University will enter into discussions to finalize the Final Agreement for that Proposal.

(3) After the selection of the Negotiations Proponent, if any, for each Proposal, the University may finalize the terms and conditions of the Final Agreement with the Negotiations Proponent, and, as part of that process, may in its sole discretion, negotiate changes, amendments or modifications to the Negotiation Proponent's Proposal or the Draft Agreement.

(4) Each Negotiations Proponent will be required to sign a Final Agreement outlining the terms of the engagement, following negotiations as to the terms of same, which will be based upon the framework of terms for the Draft Agreement attached as Schedule F to this RFP.

(5) The Negotiations Proponent for each Proposal is required to, no later than ten days after receipt of the Final Agreement or such later date as may be specified in written Notice given by the University,

- (a) enter into and execute the Final Agreement; and
- (b) submit to the University a certificate of insurance which,
 - (i) references the Final Agreement by name;
 - (ii) confirms that the requirements set out in the Final Agreement have been met;
 - (iii) sets out any pertinent exclusions contained in the policy or policies; and
 - (iv) is otherwise acceptable to the University.

(6) The Negotiations Proponent acknowledges and agrees that the entering into an agreement by the University is conditional on and subject to: (i) the University obtaining any necessary authorizations and approvals required in connection with the Goods and/or Services, including, for certainty, any required funding approval(s) and the approval of any relevant government authority; and (ii) the review and approval of the Monitor.

9.2 Notification If Successful Or Not

(1) The University will post a Notice that sets out the Successful Proponent(s) on BONFIRE. Proponents acknowledge that this notification may disclose the pricing information submitted by the Successful Proponent(s).

9.3 Debriefing

(1) Unsuccessful Proponents may request a debriefing after the posting of the Notice pursuant to RFP Section 9.2(1) by e-mail to the Contact Person. All Proponent requests should be in writing to the Contact Person no later than 60 calendar days following the posting of such notification. The University will determine the format, timing and contents of the debriefing session. Generally, debriefings shall include a discussion regarding the unsuccessful Proponent's Proposal, why it was unsuccessful, and the relative advantages of the Successful Proponent's Proposal. The debriefing is not for the purpose of challenging the procurement process.

9.4 Dispute Resolution

Further to an unsuccessful debriefing of the Proponent's proposal, a bid protest may be requested by the Proponent.

In the event that a Proponent wishes to dispute the decision of Laurentian University in any respect of any material aspect of the RFP process, and subject to having attended a debriefing, with the Procurement, Contract and Risk Department, the process outlined below is to be followed:

The Proponent is to file their bid protest with the Director Procurement, Contract and Risk, by certified mail, within 10 Business Days of the debriefing meeting. The aggrieved party's filing should include:

- The name and address of the Proponent
- Identification of the contract or bid solicitation being protested
- Detailed and factual statement of the grounds for protest
- Supporting documentation
- Desired relief, action or ruling

The Director Procurement, Contract and Risk will respond to the Proponent, by certified mail, within 10 Business Days of receiving the bid protest notice.

If a resolution cannot be met, the Proponent must contact the Associate Vice-President Financial Services and copy the Director Procurement, Contract and Risk, by certified mail, within 10 Business Days of receiving the first response from the Director Procurement, Contract and Risk.

The Associate Vice-President Financial Services will respond to the Proponent, by certified mail, within 10 Business Days of receiving the bid protest notice.

If a resolution cannot be met, the Proponent can direct their complaint to the VP of Administration (copying both The Associate Vice-President Financial Services and the Director Procurement, Contract and Risk) within 10 Business Days of receiving the response from the Associate Vice-President Financial Services.

The final decision on the issue will come from the VP of Administration and will be resolved within 10 Business Days of receiving the bid protest.

RFP No.: 21-LCD-15 - (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review

As Laurentian University is subject to an ongoing proceeding pursuant to the CCAA, it reserves the right to have any dispute brought before the Court supervising the CCAA process for determination.

CONTACT INFORMATION

The following information can be used to contact the individuals listed in the above procedures:

Director of Procurement, Contract and Risk
Laurentian University
Parker Building, Room L-105
935 Ramsey Lake Road
Sudbury, Ontario
P3E 2C6

Associate Vice-President Financial Services
Laurentian University
Parker Building, Room L-1013
935 Ramsey Lake Road
Sudbury, Ontario
P3E 2C6

Vice-President of Administration
Laurentian University
Parker Building, Room L-1117
935 Ramsey Lake Road
Sudbury, Ontario
P3E 2C6

SECTION 10 - RIGHTS OF THE UNIVERSITY

10.1 General Rights of the University

(1) The University may, in its sole discretion and at any time during the RFP Process, take any one or all of the following actions:

- (a) reject or disqualify any or all of the Proposals;
- (b) accept any Proposal, including a Proposal that is not submitted in accordance with the requirements set out in RFP Section 5.1;
- (c) if only one Proposal is received, either elect to accept or reject it;
- (d) elect not to proceed with the RFP Process;
- (e) alter the Timetable;
- (f) waive any threshold or minimum passing score;
- (g) change the RFP Process or any other aspect of the RFP Documents; and
- (h) cancel this RFP Process and subsequently conduct another competitive process for the Goods and/or Services that are the subject matter of the RFP Documents or subsequently enter into negotiations with any person or persons with respect to the Goods and/or Services that are the subject matter of the RFP Documents.

(2) If the University determines that all or the majority of Proposals submitted are non-compliant, the University may take any action in accordance with RFP Section 10.1(1).

(3) The University will not be liable for any expense, cost, loss or damage occurred or suffered by any Proponent, or any person connected with any Proponent, as a result of any action referred to in RFP Section 10.1(1) or RFP Section 10.1(2).

(4) If a Successful Proponent fails or refuses to enter into and execute the Final Agreement and provide the documentation in accordance with RFP Section 9.1(3), the University may, in its sole discretion, take any one or all of the following actions:

- (a) terminate all discussions to enter into the Final Agreement with that Successful Proponent and cancel its identification of a Proponent as a Successful Proponent;
- (b) select another Proponent to enter into the Final Agreement;
- (c) take any action in accordance with RFP Section 10.1(1); and
- (d) pursue any other remedy available to the University under applicable law.

(5) The University may, in its sole discretion, cancel its decision to enter into a Final Agreement with a Successful Proponent if,

- (a) the University elects to exercise its discretion pursuant to RFP Section 7.1, RFP Section 10.1(1) or RFP Section 10.1(4);
- (b) a Proposed Proponent Change has occurred which has not been accepted by the University in accordance with RFP Section 3.15(1); or
- (c) any other material change has occurred with respect to the Successful Proponent's Proposal.

10.2 Limit on Liability

(1) The Proponent and all other entities participating in this RFP Process agree that if the University is found to be liable, in any way whatsoever, for any act or omission of any of them in respect of this RFP Process, the total liability of the University to any Proponent or any other entity participating in this RFP Process, and the aggregate amount of damages recoverable against the University for any matter relating to or arising from any act or omission by any one or more of them, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the University will be no greater than the Proponent's cost of preparing its Proposal or the liability cap amount set out in the RFP Data Sheet, whichever is less.

SECTION 11 - DEFINITIONS

11.1 General

(1) In the RFP Documents, the singular is deemed to include the plural and the plural is deemed to include the singular, except where the context otherwise requires.

(2) All references in the RFP Documents to "discretion" or "sole discretion" means in the sole and absolute discretion of the party exercising the discretion.

11.2 RFP Definitions

Whenever used in the RFP Documents,

- (1) "**Addendum**" means a written addendum to the RFP Documents issued by the University as set out in RFP Section 3.4;

- (2) “**Advisor**” means any person or firm retained to provide professional advice to any one of the University or a Proponent, as applicable;
- (3) “**Affiliate**” means an “affiliate” as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto;
- (4) “**Bonfire**” means the electronic bid solicitation website used by the University for this RFP Process and is the University’s web portal tool that will be used for the submission of Proposals in accordance with this RFP Process;
- (5) “**Business Day**” means any day of the week other than Saturday, Sunday, a statutory holiday in the Province of Ontario or any other day that the University has elected to be closed for business;
- (6) “**CFI**” is defined in RFP Section 1.6(1);
- (7) “**Commercially Confidential Question**” is defined in RFP Section 3.2(1)(b)(ii);
- (8) “**Confidential Information**” is defined in RFP Section 3.10(1);
- (9) “**Conflict of Interest**” is defined in RFP Section 1.4(1);
- (10) “**Contact Person**” means the contact person listed in the RFP Data Sheet in respect of RFP Section 1.3(1);
- (11) “**Control**” means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise;
- (12) “**Draft Agreement**” is defined in RFP Section 2.1(1)(f);
- (13) “**Evaluation Criteria**” is defined in RFP Section 2.1(1)(e);
- (14) “**Final Agreement**” is defined in RFP Section 0;
- (15) “**Financial Submission**” is defined in RFP Section 4.4(1);
- (16) “**FIPPA**” is defined in RFP Section 3.9(1);
- (17) “**General Question**” is defined in RFP Section 3.2(1)(b)(i);
- (18) “**Goods and/or Services**” is defined in RFP Section 0;
- (19) “**includes**” and “**including**” means “includes without limitation” and “including without limitation” respectively;
- (20) “**Ineligible Person’s Affiliate**” is defined in RFP Section 3.7(1);
- (21) “**Ineligible Persons**” is defined in RFP Section 3.7(1);
- (22) “**Negotiations Proponent**” is defined in RFP Section 1.1(2);
- (23) “**Notice**” means a written notice issued by the University as set out in RFP Section 3.3;

- (24) **“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted;
- (25) **“Price Form”** means the form provided in Schedule D Part 2 to the RFP;
- (26) **“Proponent”** is defined in RFP Section 0;
- (27) **“Proponents Meeting”** is defined in RFP Section 3.5(1)
- (28) **“Proposal”** is defined in RFP Section 0;
- (29) **“Proposal Information”** is defined in RFP Section 3.11(3);
- (30) **“Proposal Submission Form”** means the proponent submission form attached as Schedule B to this RFP;
- (31) **“Proposed Proponent Change”** means:
 - (a) an actual or proposed change of Control of the Proponent; or
 - (b) a change in circumstances that may materially adversely affect a Proponent in a way which could impair the Proponent’s ability to perform its respective obligations under or in connection with the Draft Agreement;
- (32) **“Question”** is defined in RFP Section 3.2(1);
- (33) **“Questions and Answers Document”** and **“Questions and Answers Documents”** are defined in RFP Section 3.2(2);
- (34) **“Reference Form”** is defined in RFP Section 4.5(1);
- (35) **“RFP”** is defined in RFP Section 2.1(1)(a);
- (36) **“RFP Data Sheet”** means Schedule A to this RFP;
- (37) **“RFP Documents”** is defined in RFP Section 2.1(1);
- (38) **“RFP Number”** is defined in RFP Section 0;
- (39) **“RFP Process”** is defined in RFP Section 0;
- (40) **“Submission Deadline”** is defined in RFP Section 3.1(1);
- (41) **“Successful Proponent”** is defined in RFP Section 0;
- (42) **“Technical Submission”** is defined in RFP Section 4.3(1);
- (43) **“Timetable”** is defined in RFP Section 3.1(1); and
- (44) **“University”** is defined in RFP Section 0.

SCHEDULE A
RFP DATA SHEET

**RFP DATA SHEET
SCHEDULE A TO THE RFP**

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 1.1(1) – Name and Description of Goods and/or Services	This RFP is to retain supplier (s) for services for any one of, a combination of, or all of the following: (1) Senate Governance Review; (2) Board of Governors Governance Review; (3) Operational Review. Proponents may choose to submit proposals for: 1. Senate Governance Review; and/or 2. Board of Governors Governance Review; and/or 3. Operations Review; Proponents who choose to submit two (2) or more proposals may receive additional value-added synergy points.
RFP Sections 1.1(1), 3.2(1)(a)(ii) – RFP Number	The RFP Number is 21-LCD-15.
RFP Section 1.1(2) – Proponents	The RFP Process is open to all parties submitting a Proposal in accordance with the RFP Documents.
RFP Section 1.3(1) and 3.2(1) – Contact Person and Questions	The name of the Contact Person is: <i>Leeanne Croteau</i> The e-mail address of the Contact Person is: <i>purchasing@laurentian.ca</i>
RFP Section 1.5(1) – University Policies	<i>Per Section 1.5.</i>
RFP Section 1.6(1) – CFI	RFP Section 1.6 <i>is not</i> applicable to the RFP Process.

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 3.1(1) – Timetable	Timetable: (a) Issuance of RFP Documents August 5th, 2021 (b) Deadline for Proponents to submit their Conflict of Interest Declarations August 31st, 2021 (c) Deadline for Proponents to submit Questions August 18th, 2021 [3:00:00 p.m. local time] (d) Deadline for posting all Questions and Answers Documents August 24th, 2021 (e) Deadline for issuance of Addenda (except Addenda related to the Timetable) August 24th, 2021 (f) Deadline for Submission of Proposals (Submission Deadline) August 31st, 2021 [3:00:00 p.m. local time] The Bonfire portal will be used for the purposes of determining the Submission Deadline.
RFP Section 3.5(1) – General Proponents Meeting	The University <i>will not</i> be conducting a Proponents Meeting.
RFP Section 3.6(2)(b)(ii) – Prohibited Contacts	<i>Not applicable.</i>
RFP Section 3.7(1) – Ineligible Persons	<i>Not applicable.</i>
RFP Section 4.1(2) – Format and Content of Proposal	The maximum number of pages for the Proposal is limited to a maximum of 25 pages single sided for each submission for: (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review . The page limit is specifically indicated <i>in Schedule D</i>. The page limit specifically excludes requested CVs. NOTE on format and submissions: Submissions are to be no larger than 8.5” x 11”, single sided, no smaller than 11 point font. Please follow the maximum number of pages as prescribed above.

RFP SECTION REFERENCE AND DESCRIPTION	ITEM
RFP Section 4.3(1) – References and Past Performance Issues	Proponents are required to submit references of relevant similar experience for their (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review; and/or all of the aforementioned for which a Proposal is being submitted by a Proponent.
RFP Section 5.1(1) – Bonfire Link for Submission of Proposals	Each Proponent is required to submit its Proposal on Bonfire at the following link: https://laurentian.bonfirehub.ca
RFP Section 5.5(1) – One Proposal Per Person or Entity	<i>There are no exceptions to RFP Section 5.5(1).</i>
RFP Section 5.5(2) – One Proposal Per Person or Entity	<i>There are no exceptions to RFP Section 5.5(2).</i>

RFP Section 6.1(1) – Evaluation of Proposals	Proponents may choose to submit Proposals for any one of, a combination of, or all of the following: 1. Senate Governance Review 2. Board of Governors Governance Review 3. Operations Review Proponents who choose to submit two (2) or more Proposals may receive additional value-added synergy points. Laurentian University in consultation with its Advisors, the Monitor and the CRO will evaluate and will award based on an individual Proposal basis the Proposals for any one of, a combination of or all of the following: 1. Senate Governance Review 2. Board of Governors Governance Review 3. Operational Review or all of the aforementioned. Laurentian University in consultation with its Advisors, the Monitor, the CRO reserves the right to enter into an agreement with one or more Proponents to obtain the best package of services, as determined by Laurentian University. Stages of Evaluation 1. Technical Proposal Evaluation 2. Financial Proposal Evaluation 3. Interview Proponents must first meet the minimum passing score of 70% on the technical submission evaluated criteria per Proposal submitted. Proponents who have met the minimum passing score of 70% on the technical submission will also be evaluated based on the financial evaluation criteria. Those Proponents who have satisfied the minimum passing score on the technical submission evaluation criteria and who achieve a satisfactory score based upon the financial submission evaluation criteria, will proceed to the Interview phase. Laurentian University, along with its Advisors, the Monitor and the CRO will be conducting the Interview, Question and Answer Session for up to five (5) Proponents with the highest scores per Proposal submission. There will be a series of questions that the Proponents will be asked and Proponents will be rated based on their answers. Cumulative Score and Selection of Highest Scoring Proponent At the conclusion of the Interview, Question and Answer Session for up to five (5) Proponents, the Interview, Question and Answer Session points will be added to the overall scoring and the highest scoring Proponent will be recommended as the Successful Proponent.
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The Evaluation Criteria and weightings to be applied are as follows:

1. Senate Governance Review

Criteria	Weight (in points)	Maximum # of pages
General (presentation, aesthetics, flow,max number of pages adhered)	5	n/a
Executive Summary & Company Profile	5	3
Proposed Team and Availability	15	6
Experience and Qualifications of the Proposed Team	20	6
Schedule, Work Plan, Approach and Methodology	30	7
Proposed Fee for Senate Governance Review (including fee structure)	25	3
Total Senate Governance Review Technical Proposal Evaluation Points	100	

2. Board of Governors Governance Review

Criteria	Weight (in points)	Maximum # of pages
General (presentation, aesthetics, flow,max number of pages adhered)	5	n/a
Executive Summary & Company Profile	5	3
Proposed Team and Availability	15	6
Experience and Qualifications of the Proposed Team	20	6
Schedule, Work Plan, Approach and Methodology	30	7
Proposed Fee for Board of Governors Governance Review (including fee structure)	25	3
Total Board of Governors Governance Review Technical Proposal Evaluation Points	100	

3. Operational Review

Criteria	Weight (in points)	Maximum # of pages
General (presentation, aesthetics, flow,max number of pages adhered)	5	n/a
Executive Summary & Company Profile	5	3
Proposed Team and Availability	15	6
Experience and Qualifications of the Proposed Team	20	6
Schedule, Work Plan, Approach and Methodology	30	7
Proposed Fee for Operational Review (including fee structure)	25	3
Total Operational Review Technical Proposal Evaluation Points	100	

Value-Added Synergy

Proponents who choose to submit Proposals on two (2) or more components may receive additional value-added synergy points as follows:

Additional Points	Weight (in points)
Proponent submits a proposal for two (2) components (Senate, Board of Governors or Operational Review)	5
Proponent submits a proposal for three (3) components (Senate, Board of Governors or Operational Review)	10

The value-added synergy points will be awarded only if the individual technical proposals attain the 70% minimum threshold.

Interview, Question and Answer

RFP SECTION REFERENCE AND DESCRIPTION	ITEM				
	Proponents must first meet the minimum passing score of 70% on the technical submission evaluated criteria per Proposal submitted. Proponents who have met the minimum passing score of 70% on the technical submission will also be evaluated based on the financial evaluation criteria. Those Proponents who have satisfied the minimum passing score on the technical submission evaluation criteria and who achieve a satisfactory score based upon the financial submission evaluation criteria, will proceed to the Interview phase. Laurentian University, along with its Advisors, the Monitor and the CRO will be conducting the Interview, Question and Answer Session for up to five (5) Proponents with the highest scores per Proposal submission. There will be a series of questions that the Proponents will be asked and Proponents will be rated based on their answers. <table border="1"> <tr> <th>Criteria</th><th>Weight (in points)</th></tr> <tr> <td>Interview, Question and Answer</td><td>50</td></tr> </table>	Criteria	Weight (in points)	Interview, Question and Answer	50
Criteria	Weight (in points)				
Interview, Question and Answer	50				
RFP Section 6.1(2) – Minimum Passing Score	Each Proposal submitted by a Proponent that meets the minimum passing score of 70% of the technical submission evaluated criteria, will proceed to the Financial Evaluation and a Proponent that achieves a satisfactory score based upon the financial submission evaluation criteria will proceed to the Interview, Question and Answer.				
RFP Section 6.2(1) and 6.2(2) – Interviews, Demonstrations, Site Visits and Presentations	The University intends to invite the Proponents to Interviews and the University intends to evaluate such Interviews in accordance with the Evaluation Criteria. Proponents that meet the minimum passing score of 70% of the technical submission and achieve a satisfactory score on their financial submission will proceed to the Interview phase.				
RFP Section 10.2(1) – Limit on Liability	The Limit on Liability cap is \$10,000 .				

SCHEDULE B
PROPOSAL SUBMISSION FORM

**PROPOSAL SUBMISSION FORM
SCHEDULE B TO THE RFP**

TO: Laurentian University, 935 Ramsey Lake Road, Sudbury, ON P3E 2C6, Leeanne Croteau

RE: 21-LCD-15

RE: (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review

1. Proponent Information

(a) Proponent's registered legal business name and any other name under which it carries on business:

(b) Proponent's address, telephone and facsimile numbers:

(c) Name, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Proponent:

(d) Name of the person who is primarily responsible for the Proposal:

(e) Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

(f) Name(s) of the proprietor, where the Proponent is a sole proprietor; each of the directors and officers where the Proponent is a corporation; each of the partners where the Proponent is a partnership; and applicable combinations of these when the Proponent is a not-for-profit organization, whichever applies:

2. Regulatory Matters

We confirm as follows:

Schedule B to RFP No.: 21-LCD-15 - (1) Senate Governance Review; and/or (2) Board of Governors Governance Review; and/or (3) Operational Review

- (a) With respect to the *Excise Tax Act*, we are either:
- (i) a Harmonized Sales Tax registrant for purposes of the *Excise Tax Act* and our HST registration number is _____; or
 - (ii) not a HST registrant for the purposes of the *Excise Tax Act*.

[Note: Proponents to strike the provision not applicable to them.]

3. Proposal

With respect to the above noted RFP, we confirm as follows:

- (a) capitalized terms used in clauses (b) through (t) below will have the meanings given thereto in the RFP Documents;
- (b) except to the extent that we have sought and received written approval in accordance with RFP Section 3.15, there have been no changes to the Proponent;
- (c) there have been no changes in circumstance that could have a material adverse effect on the Proponent in a way that could impair our ability to perform the obligations under the Draft Agreement;
- (d) there are no actions, suits or proceedings pending that could have a material adverse effect on our ability to provide the Goods and/or Services or, to the best of our knowledge after reasonable inquiry, threatened against us and we are not aware of any ground on which such an action, suit or proceeding might be commenced, except for the following:
 - (i) actions, suits or proceedings, if applicable:
 - 1. _____
 - 2. _____
 - 3. _____

[Proponent to add more rows if necessary.]

- (e) we have not and, to the best of our knowledge, our Advisors have not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFP Process in contravention of RFP Section **Error! Reference source not found.**;
- (f) we have and, to the best of our knowledge, our Advisors have complied fully with RFP Section 3.8. We confirm that:
 - (i) we have not discussed or communicated, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of our Proposal or the Proposal of the other Proponents in a way that would contravene applicable law; and
 - (ii) we have prepared and submitted our Proposal independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Proponent;
- (g) we have and, to the best of our knowledge, our Advisors have complied fully with RFP Sections 3.10 and 3.11 and the provisions of any confidentiality agreement entered into in connection with the RFP Process;

- (h) at the time of submitting our Proposal, we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- (i) our Proposal is based on and relies solely upon our own examinations, knowledge, information, judgement, and investigations and not upon any statement, representation, investigation or information made or provided by the University whether provided through MERX or in any other way whatsoever;
- (j) we have obtained tax advice from our own advisors and experts, including obtaining any advance interpretations or rulings that we consider appropriate or necessary in relation to the Goods and/or Services, Goods and/or Services or Draft Agreement;
- (k) we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
- (l) we have made any necessary inquiries with respect to Addenda issued by the University and have ensured that we have received and examined all Addenda to the RFP Documents;
- (m) our Proposal is based on the terms and conditions of the RFP Documents;
- (n) we acknowledge and accept the obligations set out in RFP Section 3.10;
- (o) we acknowledge and accept the limit of liability set out in RFP Section 10.2;
- (p) we acknowledge that, except as explicitly provided in RFP Section 3.10 and RFP Section 10.2, the submission of this Proposal creates no legal or contractual obligations or rights on the University or the Proponent, all as set out in RFP Section **Error! Reference source not found.**;
- (q) the prices contained in our Financial Submission are based on the terms and conditions of the RFP Documents;
- (r) we understand that any negotiations with the University with respect to the Goods and/or Services will assume that we will hold our prices submitted pursuant to RFP Schedule D Part 2 – Financial Submission Requirements and Evaluation Criteria and that, in the event we do not hold our prices, the University may, in its sole discretion, cease negotiations with us with respect to the Goods and/or Services; and
- (s) we have conducted ourselves with integrity and propriety and we have not engaged in any inappropriate bidding practices or unethical behaviour in the course of the RFP Process.

4. Conflict of Interest, Confidential Information, and Inappropriate Bidding Practices

(a) We confirm that we do not have any perceived, potential or actual Conflict of Interest or any other type of unfair advantage in submitting our Proposal or performing or observing the contractual obligations set out in the Draft Agreement, except as disclosed in the Conflict of Interest Declaration included in our Proposal.

(b) We confirm that we have not had access to University confidential information, other than the RFP Documents themselves, with respect to this RFP Process, except as disclosed as follows.

(c) We confirm that there are no charges or investigations by a public body related to inappropriate bidding practices or unethical behaviour by the Proponent or any of its Affiliates in relation to a public or broader public sector tender or procurement in any jurisdiction, other than as described below.

(1) Confidential Information

In addition to the RFP Documents, we have access to the following confidential information relating to the RFP Process.

1. _____
2. _____
3. _____

[Proponent to add more rows if necessary.]

(2) Inappropriate Bidding Practices and Unethical Behaviour

The following is a description of all charges or investigations by a public body related to inappropriate bidding practices or unethical behaviour by the Proponent or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction:

1. _____
2. _____
3. _____

[Proponent to add more rows if necessary.]

Signed by person or persons authorised to
bind the Proponent

Print Name and Title of Person Signing

SCHEDULE C
CONFLICT OF INTEREST DECLARATION

**CONFLICT OF INTEREST DECLARATION
SCHEDULE C TO THE RFP**

To: Laurentian University (the “University”)

Re: Request for Proposals RFP No. 21-LCD-15 (the “RFP”)

This Conflict of Interest Declaration is delivered to the University pursuant to the RFP. All capitalized terms used in this Conflict of Interest Declaration have the meaning set out in the RFP.

The undersigned Proponent hereby declares on its own behalf that, to the best of its knowledge, having made all necessary inquiries and investigations to permit the Proponent to make this Conflict of Interest Declaration and except as disclosed, accurately and completely, in Attachment 1 hereto:

1. No Proponent or person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of our Proposal (together, the **“Proponent Conflict Declaration Parties”**) has any relationships with employees (both current or former) of the University or individuals or firms who have been involved on the University’s behalf in this RFP Process or the design, planning or implementation of the Goods and/or Services, that could constitute a Conflict of Interest or unfair advantage, or could otherwise affect or impair or appear to affect or impair the integrity of this RFP Process;
2. There is no perceived, potential or actual Conflict of Interest, collusion or any other type of unfair advantage in any of the Proponent Conflict Declaration Parties’ participation in this RFP Process;
3. No Proponent Conflict Declaration Party has any knowledge of or the ability to avail themselves of Confidential Information, other than Confidential Information which may have been disclosed by the University to the Proponent Conflict Declaration Party in the normal course of this RFP Process, that is or was relevant to the Goods and/or Services or this RFP Process;
4. None of the Proponent Conflict Declaration Parties, or any Affiliate of any of them has been charged in the last five years for any criminal offence involving fraud, fraudulent misrepresentation, bribery, collusion, anti-corruption, conspiracy, breach of competition laws, destruction of records or professional misconduct;
5. None of the Proponent or any of its Affiliates has sought protection under any bankruptcy or insolvency laws during the past five years;
6. None of the Proponent or any of its Affiliates has been the subject of a final determination that it has breached any applicable law relating to worker health and safety and/or protection of the environment within the past five years;
7. This Conflict of Interest Declaration has not been modified in any manner, except to complete the required information.

Dated _____, 20[•].

[INSERT NAME OF PROPONENT]

Name of Authorized Signatory:

Title:

I have authority to bind the Proponent.

Attachment 1
to
Schedule C Exceptions

**EXCEPTIONS
ATTACHMENT 1 TO SCHEDULE C**

[The Proponent should complete this Attachment 1 to Schedule C, setting out accurately and completely, any exceptions to the statements made in the Declaration. If there are no such exceptions, the Proponent should insert the word “NIL” in this Attachment 1 to Schedule C.

If there are exceptions set out in this Attachment 1 to Schedule C, the Proponent should submit to the University, as a separate document, the Proponent’s suggested measures for addressing each such conflict or potential conflict. The University will review such suggested measures and determine whether, in the University’s opinion, such measures satisfactorily address the conflict or potential conflict. If the conflict or potential conflict cannot be addressed to the satisfaction of the University, the University may, in its sole and absolute discretion, disqualify the Proponent.]

SCHEDULE D

SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

Schedule D Part 1
Technical Submission Requirements and Evaluation Criteria

**TECHNICAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
SCHEDULE D PART 1 TO THE RFP**

A. TECHNICAL SUBMISSION – GENERAL

- (1) The Proponent is advised to prepare its Technical Submission such that the Technical Submission demonstrates both the Proponent's understanding of the scope of the Goods and/or Services and the Proponent's ability to provide the Goods and/or Services in accordance with the Draft Agreement.
- (2) In preparing its Technical Submission, the Proponent is encouraged to cite relevant lessons learned by the Proponent with respect to its past experiences.
- (3) The maximum permitted pages for each component of the Technical Submission, indicated in the title to each Technical Submission component below, is exclusive of maps, drawings, sketches, renderings, specifications, calculations and images which the Proponent may be required to or choose to include with such component.

A.1 Introduction and Background

Laurentian University of Sudbury ("**Laurentian**") is a non-share capital corporation that was incorporated pursuant to *An Act to Incorporate Laurentian University of Sudbury*. LU is also a registered charity pursuant to the *Income Tax Act*.

Since its inception, Laurentian has operated in Sudbury, Ontario, as a publicly-funded, bilingual and tri-cultural postsecondary institution, with a focus on undergraduate programming. Laurentian is an integral part of the economic fabric of Northern Ontario and serves as the primary postsecondary institution for a large geographic region.

On February 1, 2021, Laurentian obtained protection from its creditors under the *Companies' Creditors Arrangement Act* (the "**CCAA**"), pursuant to the Initial Order granted by Chief Justice Morawetz on the same date (as amended and restated and extended from time to time).

In order to ensure that Laurentian is well positioned for future success and embodies best practices within the sector following its comprehensive financial and operational restructuring under the CCAA, Laurentian will be undertaking along with its Advisors, the Monitor and the CRO and in consultation with certain of its stakeholders, a thorough review of:

- a. Operations (including all processes, systems, procedures and policies);
- b. Governance structure, processes and effectiveness of the following:
 - i. Senate of Laurentian (the "**Senate**")
 - ii. Board of Governors of Laurentian (the "**Board**")

A.2 Scope of Proposal(s)

1. **Governance at the Senate Levels:** The governance review should consider how both the Senate is structured and functions. Areas of review should include, without limitation:
 - (a) the size and constitution of the Senate, including the various sub-committees and the delegation of authority;
 - (b) the composition of the Senate including as it relates to diversity, experience and skills, and the communities comprising LU;

- (c) the review and development of appropriate governance frameworks at the Senate that are consistent with other comparable post-secondary organizations;
- (d) the review of the status of the Laurentian Act, all governance documentation, and the review of existing policies and procedures and/or amendments to, or development of new policies and procedures to ensure that all documentation is accurate and current, and that appropriate systems are in place to ensure continual compliance with same;
- (e) the review and, if necessary, development of policies and guidelines for the Senate that are consistent with all applicable laws and regulations including the Laurentian Act. These policies should reflect the bilingual and tri-cultural mandate of Laurentian, provide guidance for decision-making and streamline internal processes for efficiency and transparency in implementation and application;
- (f) if necessary, the documentation of new governance processes and procedures and recommendations for changes that may be needed to the Laurentian Act in order to enable the new governance frameworks;
- (g) the review and development of effective procedures for reporting to the Senate, which reports contain sufficient information for the Senate to make well-informed decisions and to develop strategies for short and long-term goals; and
- (h) the development and implementation of Senate training and evaluations to ensure that Senate participants keep up to date with legislation, regulations and best practices.

2. **Governance at the Board Levels:** The governance review should consider how the Board is structured and functions. Areas of review should include, without limitation:

- (a) the size and constitution of both the Board, including the various sub-committees and the delegation of authority;
- (b) the composition of the Board including as it relates to diversity, experience and skills, and the communities comprising LU;
- (c) the review and development of appropriate governance frameworks at the Board that are consistent with other comparable post-secondary organizations;
- (d) the review of the status of the Laurentian Act, all governance documentation, and the review of existing policies and procedures and/or amendments to, or development of new policies and procedures to ensure that all documentation is accurate and current, and that appropriate systems are in place to ensure continual compliance with same;
- (e) the review and, if necessary, development of policies and guidelines for the Board that are consistent with all applicable laws and regulations including the Laurentian Act. These policies should reflect the bilingual and tri-cultural mandate of Laurentian, provide guidance for decision-making and streamline internal processes for efficiency and transparency in implementation and application;
- (f) if necessary, the documentation of new governance processes and procedures and recommendations for changes that may be needed to the Laurentian Act in order to enable the new governance frameworks;

- (g) the review and development of effective procedures for reporting to the Board, which reports contain sufficient information for the Board to make well-informed decisions and to develop strategies for short and long-term goals; and
- (h) the development and implementation of Board training and evaluations to ensure that Board participants keep up to date with legislation, regulations and best practices.

3. **Operational Review:** The Operational Review should include, but not necessarily be limited to, a review of:

- (a) the internal operations, risk and compliance;
- (b) finance;
- (c) information technology systems and reporting;
- (d) human resources;
- (e) policies and procedures of Laurentian in order to recommend any necessary changes to structure, processes, procedures and policies to ensure that best practices are established and maintained in all operational functions;
- (f) this may include recommendations for build out of key functions to ensure the necessary controls and operational processes to drive continued future financial sustainability; and
- (g) such review should include the planning, development and implementation of a Continuous Improvement Committee to ensure that once service-delivery and other operational processes, procedures and policies have been reviewed and improved, continual review and improvement occurs such that Laurentian can utilize best practices within the sector.

A.3 Consultation with Stakeholders

The review will include consultation with multiple stakeholders including the Laurentian Board, Senate, Administrative units, faculty, staff and students, student associations and with Laurentian's employee and labour groups. The review may also include consultation with other stakeholders as may be identified by Laurentian.

A.4 Project Schedule

Laurentian continues to work diligently to complete its restructuring and emerge from CCAA protection prior to December 31, 2021. Details with respect to Laurentian's commitment to complete the governance review and implement recommendations that are received will be a key aspect of, and commitment under, the Plan of Compromise or Arrangement that Laurentian presents to its creditors in the Fall 2021. As such, the proponent should be prepared to commence the project immediately, work efficiently and not require material extensions to the project schedule once determined. Laurentian recognizes that although the framework and recommendations with respect to the governance review should be completed within Laurentian's CCAA timeline, the implementation of many of the recommendations will involve a longer-term project that continues following the completion of the CCAA proceedings.

B. TECHNICAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

B.1 General Information

Proponents may choose to submit proposals **for any one of, a combination of, or all of** the following:

1. Senate Governance Review
2. Board of Governors Governance Review
3. Operations Review

Proponents who choose to submit two (2) or more Proposals may receive additional value-added synergy points. For greater certainty, and notwithstanding RFP Section 5.5(1)(a), a Proponent who submits a Proposal for any or all of the above is not in contravention of RFP Section 5.5(1)(a).

B.2 Submission Requirements

For **each proposal submission** (1. Senate Governance Review; and/or 2. Board of Governors Governance Review; and/or 3. Operational Review; and/or all of the aforementioned) each Proponent will prepare and submit a Technical Submission consisting of the following:

Executive Summary summarizing the following (maximum 2 pages):

- The proponent's understanding of the full scope of services required.
- An outline statement with description of the intended approach and methodology to be pursued for the provision of the services identified.
- Any potential exclusions.
- Confirm the availability of the proponent and the commitment of appropriate resources to complete the project.

Prime Consultant Company Profile (maximum 1 page)

- Introduction and overview of the company.
- Years currently in business and depth of knowledge and experience.

Proposed Team and Availability (max. 6 pages excluding resumes):

- List the key project personnel who will form part of the proponent's project team including all sub-consultants.
- Describe how project communication will flow between the prime consultant, sub-consultants, owner, and the owner's stakeholders.
- Describe individual capabilities, qualifications, relevant experience and roles for all team members assigned to this project.
- Confirm availability and commitment of the team to complete the project on time.
- Describe how all services may be provided in accordance with the bilingual and tri-cultural mandate of the University.

Experience and Qualifications of the Proposed Team (maximum 6 pages)

- List a minimum of three projects of similar size and scope that demonstrate the proponent's ability to recommend any necessary changes to structure, processes, procedures and policies to ensure that best practices are established and maintained in all operational functions. This may include recommendations for build out of key functions to ensure the necessary controls and operational processes to drive continued future financial sustainability.
- The projects highlighted should include (but are not limited to) experiences in post-secondary institution governance and operational reviews and change management.
- Describe the scope of services provided for the referenced projects and include other potentially helpful information.
- Describe capabilities and qualifications that made these projects successful.

Schedule, Work Plan, Approach and Methodology (maximum 7 pages)

- Provide a complete proposed schedule for the project
- Explain the method and approach with respect to the management of client meetings, communications, approvals, schedules.
- Describe how your team's approach to the project that best reflects best practices in establishing and maintaining all operational functions.
- Describe the team's availability to commence work on the services immediately upon award of the contract and maintain the required levels of service in order to meet the project schedule.
- Describe your understanding of the assignment, including overall scope and objectives, noting any specific issues that may require extraordinary attention.
- Confirm understanding and delivery of the project scope as described in this RFP.

B.3 Stages of Evaluation

1. Technical Proposal Evaluation
2. Financial Proposal Evaluation
3. Interview

Laurentian University along with its Advisors, the Monitor and the CRO will evaluate and will award based on an individual proposal basis **the submissions for any one of, a combination of or all of the following:**

1. Senate Governance Review
2. Board of Governors Governance Review
3. Operational Review or all of the aforementioned;

Laurentian University reserves the right to enter into a Final Agreement with one or more proponents to obtain the best package of services, as determined by Laurentian University, its Advisors, the Monitor and the CRO.

Proponents must first meet the minimum passing score of 70% on the technical submission evaluated criteria per Proposal submitted. Proponents who have met the minimum passing score of 70% on the technical submission will also be evaluated based on the financial evaluation criteria. Those Proponents who have satisfied the minimum passing score on the technical submission evaluation criteria and who achieve a satisfactory score based upon the financial submission evaluation criteria, will proceed to the Interview phase. Laurentian University, along with its Advisors, the Monitor and the CRO will be conducting the Interview, Question and Answer Session for up to five (5) Proponents with the highest scores per Proposal submission. There will be a series of questions that the Proponents will be asked and Proponents will be rated based on their answers.

Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of the Interview, Question and Answer Session for up to five (5) Proponents, the Interview, Question and Answer Session points will be added to the overall scoring and the highest scoring Proponent will be recommended as the Successful Proponent.

Technical Submission - Evaluation Criteria

1. Senate Governance Review

Criteria	Weight (in points)	Maximum # of pages
General (presentation, aesthetics, flow,max number of pages adhered)	5	n/a
Executive Summary & Company Profile	5	3
Proposed Team and Availability	15	6
Experience and Qualifications of the Proposed Team	20	6
Schedule, Work Plan, Approach and Methodology	30	7
Total Senate Governance Review Technical Proposal Evaluation Points	75	

2. Board of Governors Governance Review

Criteria	Weight (in points)	Maximum # of pages
General (presentation, aesthetics, flow,max number of pages adhered)	5	n/a
Executive Summary & Company Profile	5	3
Proposed Team and Availability	15	6
Experience and Qualifications of the Proposed Team	20	6
Schedule, Work Plan, Approach and Methodology	30	7
Total Board of Governors Governance Review Technical Proposal Evaluation Points	75	

3. Operational Review

Criteria	Weight (in points)	Maximum # of pages
General (presentation, aesthetics, flow,max number of pages adhered)	5	n/a
Executive Summary & Company Profile	5	3
Proposed Team and Availability	15	6
Experience and Qualifications of the Proposed Team	20	6
Schedule, Work Plan, Approach and Methodology	30	7
Total Operational Review Technical Proposal Evaluation Points	75	

Value-Added Synergy

Proponents who choose to submit two (2) or more proposals may receive additional value-added synergy points as follows:

Additional Points	Weight (in points)
Proponent submits a proposal for two (2) components (Senate, Board of Governors or Operational Review)	5
Proponent submits a proposal for three (3) components (Senate, Board of Governors or Operational Review)	10

The value-added synergy points will be awarded only if the individual technical proposals attain the 70% minimum threshold.

Interview, Question and Answer

Proponents must first meet the minimum passing score of 70% on the technical submission evaluated criteria per Proposal submitted. Proponents who have met the minimum passing score of 70% on the technical submission will also be evaluated based on the financial evaluation criteria. Those Proponents who have satisfied the minimum passing score on the technical submission evaluation criteria and who achieve a satisfactory score based upon the financial submission evaluation criteria, will proceed to the Interview phase. Laurentian University, along with its Advisors, the Monitor and the CRO will be conducting the Interview, Question and Answer Session for up to five (5) Proponents with the highest scores per Proposal submission. There will be a series of questions that the Proponents will be asked and Proponents will be rated based on their answers.

Criteria	Weight (in points)
Interview, Question and Answer	50

Schedule D Part 2

Financial Submission Requirements and Evaluation Criteria

**FINANCIAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA
SCHEDULE D PART 2 TO THE RFP**

A. FINANCIAL SUBMISSION - GENERAL

Proposed Fees

i) Proposed Fee-Senate Governance Review (maximum 3 pages)

- Specify an all-inclusive professional services fee (before taxes), which will include the cost of all disbursements necessary to complete the project. This shall include a fee structure, setting out the estimated particulars that comprise the proposed fees. Disbursements shall include but shall not be limited to: accommodation, travel, communication costs, printing, photocopying, reproduction or transmission of information in an electronic format, and all overhead costs related to the provision of services. Other disbursement costs additional to the Proponent's fee proposal will not be permitted. The all-inclusive fee shall include the cost of services and disbursements of all sub consultants retained by the successful Proponent(s) in the completion of the project. As per the Government of Ontario's Broader Public Sector Expense Directives, hospitality, incidental or food expenses are not considered allowable expenses. Travel and accommodations are acceptable.
- Describe how the Proponent proposes to deal with additional fees related to changes to the contract that may be required due to errors or omissions.
- Hourly Rates:
 - Provide hourly rates (all-inclusive of burdens and overhead and profit) for each of the team members identified in the project team.

ii) Proposed Fee-Board Governance Review (maximum 3 pages)

- Specify an all-inclusive professional services fee (before taxes), which will include the cost of all disbursements necessary to complete the project. This shall include a fee structure, setting out the estimated particulars that comprise the proposed fees. Disbursements shall include but shall not be limited to: accommodation, travel, communication costs, printing, photocopying, reproduction or transmission of information in an electronic format, and all overhead costs related to the provision of services. Other disbursement costs additional to the Proponent's fee proposal will not be permitted. The all-inclusive fee shall include the cost of services and disbursements of all sub consultants retained by the successful Proponent(s) in the completion of the project. As per the Government of Ontario's Broader Public Sector Expense Directives, hospitality, incidental or food expenses are not considered allowable expenses. Travel and accommodations are acceptable.
- Describe how the Proponent proposes to deal with additional fees related to changes to the contract that may be required due to errors or omissions.
- Hourly Rates:
 - a. Provide hourly rates (all-inclusive of burdens and overhead and profit) for each of the team members identified in the project team.

iii) Proposed Fee-Operational Review (maximum 3 pages)

- Specify an all-inclusive professional services fee (before taxes), which will include the cost of all disbursements necessary to complete the project. This shall include a fee structure, setting out the estimated particulars that comprise the proposed fees. Disbursements shall include but shall not be limited to: accommodation, travel, communication costs, printing, photocopying, reproduction or transmission of information in an electronic format, and all overhead costs related to the provision of services. Other disbursement costs additional to the Proponent's fee proposal will not be permitted. The all-inclusive fee shall include the cost of services and disbursements of all sub consultants retained by the successful Proponent(s) in the completion of the project. As per the

Government of Ontario's Broader Public Sector Expense Directives, hospitality, incidental or food expenses are not considered allowable expenses. Travel and accommodations are acceptable.

- Describe how the Proponent proposes to deal with additional fees related to changes to the contract that may be required due to errors or omissions.
- Hourly Rates:
 - b. Provide hourly rates (all-inclusive of burdens and overhead and profit) for each of the team members identified in the project team.

B. Financial Evaluation Criteria

(a) Senate Governance Review

Criteria	Weight (in points)	Maximum # of pages
Proposed Fee for Senate Governance Review (including fee structure)	25	3
Total Senate Governance Review Financial Proposal Evaluation Points	25	

(b) Board of Governors Governance Review

Criteria	Weight (in points)	Maximum # of pages
Proposed Fee for Senate Governance Review (including fee structure)	25	3
Total Board of Governors Governance Review Financial Proposal Evaluation Points	25	

(c) Operational Review

Criteria	Weight (in points)	Maximum # of pages
Proposed Fee for Senate Governance Review (including fee structure)	25	3
Total Operational Review Financial Proposal Evaluation Points	25	

C. FINANCIAL SUBMISSION – SCORING

Scoring:

Each Proposed Fee (Senate Review, Board of Governors Governance Review and Operational Review) will be scored based on a “relative” pricing formula. For example, if the lowest total proposed fee is \$120, and two other proposed fees come in at \$140 and \$150, respectively, then the scoring calculation for the three proponents would be as follows:

1. Lowest proposed fee of \$120 receives **25 points**.
2. Second lowest proposed fee of \$140 receives:

Lowest proposed fee	\$120	

2 nd lowest proposed fee	\$140	= $.85714 \times 25 \text{ pts} = \mathbf{21.43 \text{ points}}$

3. Third lowest proposed fee of \$150 receives:

Lowest proposed fee	\$120	

3 rd lowest proposed fee	\$150	= $.80 \times 25 \text{ pts} = \mathbf{20 \text{ points}}$

Etc. for each proposal

SCHEDULE E

REFERENCE FORM

REFERENCE FORM

[Note to Proponents: Include additional references if the RFP Data Sheet indicates more than three references are required.]

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Work Undertaken:	
Nature of Assignment:	

SCHEDULE F

FRAMEWORK OF TERMS FOR DRAFT AGREEMENT

Proponents are invited to provide the form of Agreement that they would expect to enter into if they are selected as the Successful Proponent, for informational purposes.

23338835.5

Schedule “F”

Framework of Terms for Draft Agreement

The Final Agreement to be negotiated will contain the essential terms reflected in this outline of a Draft Agreement, and such other terms as the University and the Successful Proponent may agree to, consistent with the Proposal submitted by the Successful Proponent. The Final Agreement will be on terms satisfactory to the University, and be subject to review and approval of the Monitor and CRO. The Successful Proponent acknowledges and agrees that the terms set out herein are essential to the University and shall form part of the Final Agreement, unless the University, in its sole discretion, waives any of the following terms:

I. Term

- 1) The framework and recommendations with respect to the operational and governance review must be completed expeditiously. As such, the Successful Proponent should be prepared to commence the project immediately, work efficiently and not require material extensions to the project schedule once determined.
- 2) The University understands that the implementation of many of the recommendations will involve a longer-term project that may continue following the completion of the CCAA proceedings.
- 3) The University may terminate this Agreement, with or without cause, by providing written notice to the Successful Proponent upon thirty (30) days' notice.

II. Scope of Services

- 4) During the Term, the Successful Proponent shall provide services that are consistent with that set out in the Proposal submitted by the Successful Proponent, as same may be further developed in the negotiation of the Final Agreement (the “**Mandate**”).

III. Price

- 5) The price of the Goods and/or Services to be supplied by the Successful Proponent will be set out in the Final Agreement and be consistent with the Proposal of the Successful Proponent.

IV. Breakdown of Price

- 6) A breakdown of the price charged by the Successful Proponent (which shall include, but is not limited to, the hourly rate of each individual responsible for carrying out the Mandate) will form part of the Final Agreement.

V. Representations and Warranties

- 7) The Successful Proponent will provide covenants, representations and warranties in form and substance satisfactory to the University.

VI. Confidentiality

- 8) The Final Agreement shall contain terms regarding the protection of the University's confidential information, which terms shall be in form and substance satisfactory to the University.

VII. Expectations

- 9) The Successful Proponent covenants and agrees to perform its obligations under the Final Agreement with the degree of care, skill and diligence consistent with the highest professional standards applicable within the sector and industry.
- 10) The Successful Proponent covenants and agrees to diligently carry out the Mandate in a professional manner and to respect the University's commitment to consult with certain of its stakeholders.
- 11) The Successful Proponent agrees that time shall be of the essence in carrying out the Mandate.

VIII. Insurance

- 12) The Successful Proponent agrees that it shall, at its sole cost and expense, take out and keep in full force and effect at all times during the Term, professional liability (errors and omissions) insurance, risk property insurance and occurrence based comprehensive commercial general liability insurance on terms acceptable to the University.

IX. Governing Law

- 13) The terms of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

X. Personal Information

- 14) The Parties acknowledge that Laurentian is subject to the Ontario *Freedom of Information and Protection of Privacy Act* (the "**Act**"). To the extent that either Party provides any personal information to the other in connection with this Agreement, the Parties shall comply with the requirements of the Act and shall only use this personal information for the purposes necessary to fulfill its obligations under this Agreement, and shall not disclose such personal information except as authorized or required by law.