Request for Quotations

for

PHASE 1 REAL ESTATE REVIEW

RFQ No. 21-RFC-11

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REQUEST FOR QUOTATIONS

SECTION 1 - INTRODUCTION

1.1 General

(1) The Governing Council of Laurentian University (the "**University**") is issuing the RFQ Documents to invite potential consultants to provide a quote (a "**Quotation**") for the services described in the RFQ Data Sheet (the "**Services**") pursuant to an engagement letter that shall be negotiated between the University and the successful bidder. The RFQ number is set out in the RFQ Data Sheet (the "**RFQ Number**").

(2) In the RFQ process (the "**RFQ Process**"), individuals or firms that submit documents in response to the RFQ are referred to as "**Suppliers**". The RFQ will be open to those entities that have been invited to submit a response to this RFQ Process, as specified in the RFQ Data Sheet, or any other entity that wishes to submit documents in response to the RFQ.

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 higher education and research in order to offer an outstanding university experience in English and French with a comprehensive approach to Indigenous education. Laurentian University prepares leaders who bring innovative and intelligent solutions to local and global issues. Students of Laurentian 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 Conflict of Interest

(1) For the purposes of this RFQ Process "**Conflict of Interest**" includes any situation or circumstance where a Supplier or any of its Advisors, or any of the employees of a Supplier or Supplier Advisor engaged in the development or oversight of development of the Supplier's Quotation (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 delivery of a Supplier's services contemplated by this RFQ;

(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 RFQ Process; or

(c) has knowledge of confidential information (other than Confidential Information) that,

(i) has been made available to the Supplier or any of its Advisors;

(ii) is of strategic and/or material relevance to the RFQ Process or to the Services; and

(iii) is not available to other Suppliers and that could or could be seen to give the Supplier an unfair competitive advantage.

(2) If a Supplier believes that a Supplier or a person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Quotation may have a perceived, potential or actual Conflict of Interest prior to the submission of a Quotation, then that Supplier should deliver to the Contact Person through e-mail and no later than the deadline set out in the Timetable a completed and executed Schedule D of this RFQ – 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 Supplier or any employee or Advisor of the University in respect of the Services. For clarity, all Suppliers are also required to submit updated, completed and executed versions of Schedule D of this RFQ – Conflict of Interest Declaration as part of their Quotations. Following submission of its Quotation, if a Supplier discovers a perceived, potential or actual Conflict of Interest, the Supplier will promptly disclose such Conflict of Interest to the Contact Person.

(3) Suppliers 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, suppliers have an ongoing obligation to comply with this RFQ Section 1.3(3) in addition to complying with the foregoing policies.

(4) At the request of the University, the Supplier will provide the University with the Supplier's proposed means to mitigate and minimize to the greatest extent practicable a perceived, potential or actual Conflict of Interest. The Supplier 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 Supplier or Supplier's Advisor on the grounds of Conflict of Interest;

(b) require the Supplier or a Supplier'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 Suppliers 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 Supplier 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 RFQ Process, the University may, in its sole discretion

(a) impose at any time on all Suppliers additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Suppliers; and

(b) require that any or all Suppliers at any time during the RFQ 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 Supplier with such policies, processes and controls.

1.4 University Policies – Not Applicable

1.5 Insurance and Workplace Safety during the RFQ Process

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

SECTION 2 - THE RFQ DOCUMENTS

2.1 Request for Quotations Documents

(1) The Request for Supplier Quotations documents (the "**RFQ Documents**") are:

(a) the Request for Quotations (the "**RFQ**");

(b) Schedule A – RFQ Data Sheet;

(c) Schedule B – Quotation Submission Form;

(d) Schedule C – Price Form;

(e) Schedule D – Conflict of Interest Declaration;

(f) Schedule E - Proposal Information Deck; and

(g) Addenda to the RFQ Documents, if any.

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

(3) The University may also provide Suppliers with background information (the "**Background Information**"). Whether or not Background Information will be provided to the Suppliers is noted in the RFQ Data Sheet. No document containing Background Information shall form part of the RFQ Documents. Background Information is provided only for the convenience of Suppliers.

2.2 RFQ Process Timetable

(1) The deadline for the submission of Quotations (the "**Submission Deadline**") and the general timetable for the RFQ Process (the "**Timetable**") are set out in the RFQ 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 RFQ Process.

(3) If the University extends the Submission Deadline, all requirements applicable to Suppliers will thereafter be subject to the extended deadline.

2.3 Contact Person

(1) The Suppliers are required to submit all questions and other communications regarding the RFQ Documents, the RFQ Process and their Quotations by e-mail to the contact persons named in the RFQ Data Sheet (the "**Contact Persons**") at the email addresses set out in the RFQ Data Sheet. During this RFQ Process, Suppliers may only contact the University through the Contact Persons.

2.4 Contents of the Quotation

(1) Suppliers should prepare their Quotations in accordance with and in the content and format requirements set out as follows:

(a) a completed Quotation Submission Form (prepared in accordance with the requirements set out in Schedule B to the RFQ – Quotation Submission Form and any additional information set out in the RFQ Data Sheet);

(b) a completed Price Form (prepared in accordance with the requirements set out in Schedule C to the RFQ – Price Form); and

(c) an updated, completed and executed Conflict of Interest Declaration (prepared in accordance with the requirements set out in Schedule D to the RFQ – Conflict of Interest Declaration).

(2) Suppliers will execute the Quotation Submission Form as follows:

(a) in the case of an individual, the individual will sign the Quotation Submission Form and have the signature witnessed;

(b) in the case of a sole proprietorship, the sole proprietor will sign the Quotation Submission Form and have the signature witnessed;

(c) in the case of a company or corporation, an authorized signing officer will sign the Quotation Submission Form; and

(d) in the case of a partnership, a partner or partners authorized to bind the partnership will sign the Quotation Submission Form and have their signatures witnessed.

2.5 Submission of Quotations

(1) Each Supplier is required to submit its Quotation on Bonfire at the link that is set out in the RFQ Data Sheet before the Submission Deadline and in accordance with the requirements set out in this RFQ Section 2.5.

(2) For the purpose of this RFQ Process, the determination of whether a Quotation 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 Supplier.

(3) It is the sole responsibility of the Supplier to ensure that its Quotation is received by the University on or before the Submission Deadline. It is the sole responsibility of the Supplier when submitting a Quotation 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, Suppliers are advised to contact Bonfire directly at Support@GoBonfire.com. Suppliers can also visit the Bonfire help forum at https://Bonfirehub.zendesk.com/hc

(4) With respect to submission of Quotations, Suppliers are advised as follows:

(a) Only Quotations received from Suppliers who have obtained the documents directly from MERX or from the University or its Advisors will be considered for the purposes of this RFQ Process.

(b) The University will not accept responsibility for the delivery of any Quotation that is delivered other than by submitting in Bonfire, and will not accept, acknowledge, or return hard copy, facsimile or electronically emailed Quotations. For greater certainty, Suppliers should not send the Contact Person an e-mail containing any Quotation or portion thereof.

(c) Each Supplier is required to submit, electronically in Bonfire, an electronic copy of the complete Quotation on or before the Submission Deadline.

(d) Each Supplier is required to submit its Quotation electronically in Bonfire in accordance with the requirements set out in Bonfire. Each Supplier should submit separately, in the file format specified in Bonfire, each of the following portions of its Quotation in the dedicated section of Bonfire that is labeled to correspond with the applicable portion of the Quotation:

(i) a completed Quotation Submission Form; and

(ii) a completed Conflict of Interest Declaration.

Suppliers are advised that only one file may be uploaded to each dedicated section of Bonfire unless otherwise specified in Bonfire. Suppliers are cautioned that if a Supplier 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) Suppliers are advised that minimum system requirements for Bonfire include Internet Explorer 11+, Google Chrome, Microsoft Edge or Mozilla Firefox. Suppliers are advised that Javascript must be enabled in order for Bonfire to function.

(f) Suppliers should allow sufficient time to submit and upload their Quotations. If a Quotation contains many large documents or if the Supplier is not running on high speed internet, the Supplier may require additional time in order to complete the submission and should budget time for submission of the Quotation accordingly. Suppliers are cautioned that Bonfire will not allow the submission of a Quotation or portion of a Quotation if,

(i) the Submission Deadline passes prior to a Supplier commencing the upload or submission of the Quotation or portion of the Quotation; or

(ii) the Submission Deadline passes while a Supplier is in the process of uploading or submitting its Quotation or portion of a Quotation.

If a Supplier experiences an issue with submission of its Quotation, the Supplier is advised to contact Bonfire directly at the e-mail address set out in RFQ Section 2.5(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 Supplier 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 Supplier is advised to divide its Quotation portions into multiple files.

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

(5) A Quotation that is not submitted in accordance with the requirements of this RFQ Section 2.5 may be rejected by the University and the University will not be under any obligation to notify the Supplier that the Quotation was not submitted in accordance with the requirements of this RFQ Section 2.5.

2.6 Late Quotations

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

2.7 Withdrawal of Quotations

(1) A Supplier may withdraw its Quotation at any time during the RFQ Process by un-submitting its entire Quotation on Bonfire prior to the Submission Deadline or by giving written notice that is signed by an authorized representative of the Supplier to the Contact Person after the Submission Deadline.

2.8 Amendment of Quotations

(1) Suppliers may amend their Quotations only by completing the process set out in RFQ Section 2.8(2) in its entirety prior to the Submission Deadline. Any amended Quotation must be finalized and submitted prior to the Submission Deadline in order to be considered. The University will not evaluate any Quotations that were un-submitted by a Supplier in accordance with RFQ Section 2.8(2). The last Quotation submitted by a Supplier will supersede all previously submitted Quotations by such Supplier.

(2) To amend a Quotation, a Supplier must log into Bonfire, select the appropriate project, scroll to the bottom of the page and click on the un-submit link. Once un-submitted, Suppliers may make changes to the Quotation and re-upload the Quotation.

2.9 Quotations to be Retained by University

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

2.10 Evaluation of Quotations

(1) The University will evaluate each quotation.

SECTION 3 – LEGAL MATTERS

3.1 Negotiation and Finalization of the Agreement

(1) The University may, in its sole discretion, enter into negotiations with one or more Supplier(s) for the purpose of finalizing a final letter agreement. The University will notify the Supplier(s) that it has been selected to enter into negotiations with the University.

(2) After notification pursuant to RFQ Section 3.1(1) the University will make arrangements to commence negotiations. Both the University and the Supplier may withdraw from negotiations at any time. The University will prepare a draft engagement letter that will be the basis for negotiations and ultimately, subject to negotiations, a final agreement between the Supplier and the University. Any Supplier that is selected to enter into negotiations with the University should be prepared to,

(a) provide any requested information to the University in a timely fashion and to conduct its negotiations with the University efficiently and expeditiously; and

(b) conclude negotiations with the University within the period of time, if any, set out in the notification described in RFQ Section 3.1(1).

(3) Subject to RFQ Section 3.7, the University will determine whether to enter into final agreements with a Supplier based on the factors enumerated in Section 2.10(1).

(4) Notwithstanding any other provision contained in the RFQ Documents or a Supplier's Quotation, selection of a Quotation does not oblige the University to enter into an agreement with the Supplier. The purpose of the RFQ Process is solely to choose a negotiating partner or negotiation partners. The selection of a Supplier will simply initiate the process of negotiations which may lead to the final agreement with the University to provide the Services if the University and the Supplier can successfully negotiate a final agreement.

(5) The Supplier acknowledges and agrees that the entering into of an agreement by the University is conditional on and subject to the University obtaining any necessary authorizations and approvals required in connection with the Services, including, for certainty, any required funding approval(s) and the approval of any relevant government authority.

3.2 Notification If Successful Or Not

(1) The University will provide written notice to the successful Supplier by no later than three (3) Business Days following the Submission Deadline. The University has no obligation to notify unsuccessful Suppliers, but may do so in its sole discretion.

3.3 Disclosure of Quotation Information

(1) Suppliers are advised that the University may be required to disclose the RFQ Documents and a part or parts of any Quotation pursuant to the *Freedom of Information and Protection of 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 Supplier as confidential but will not be

liable in any way whatsoever to any Supplier if such information is disclosed based on an order or decision of the Information and Privacy Commissioner, or otherwise as required under applicable law. Suppliers 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 Quotations.

(3) Notwithstanding RFQ Section 3.3(2), the University may disclose the name and address of the selected Supplier and any pricing information provided by that Supplier in their Quotation.

3.4 Confidential Information

(1) For the purpose of this RFQ 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, in connection with the RFQ Process, the RFQ Documents or the Services, whether supplied, obtained from or provided before or after the RFQ Process.

(2) The Supplier agrees that all Confidential Information:

(a) will remain the sole property of the University and the Supplier will treat it as confidential;

(b) will not be used by the Supplier for any purpose other than developing and submitting a Quotation;

(c) will not be disclosed by the Supplier to any person who is not involved in the Supplier's preparation of its Quotation 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 Suppliers no later than 10 Business Days after that request.

(3) Each Supplier will be responsible for any breach of the provisions of this RFQ Section 3.4 by any person to whom it discloses the Confidential Information. Each Supplier will indemnify the University and each of its 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 RFQ Section 3.4 by the Supplier or by any person to whom the Supplier has disclosed the Confidential Information. Each Supplier agrees that the University acts as trustee for each of its related entities and each of their respective directors, officers, consultants, employees, agents and representatives with respect to all rights contemplated hereunder arising in favour of a related entity or any of their respective directors, officers, consultants, employees, agents or representatives and that the University has agreed to accept such trust and hold and enforce such rights on behalf of each such related entity and each of their respective directors, officers, consultants, employees, agents and representatives.

(4) Each Supplier acknowledges and agrees that a breach of the provisions of this RFQ Section 3.4 would cause the University and its related entities to suffer loss that could not be adequately compensated by damages, and that the University and related entities may, in addition to any other remedy or relief, enforce any of the provisions of this RFQ Section 3.4 upon application to a court of competent jurisdiction without proof of actual damage to the University or its related entities.

(5) Notwithstanding anything else to the contrary in the RFQ Documents, the provisions of this RFQ Section 3.4 will survive any cancellation of this RFQ Process and the conclusion of the RFQ

Process and, for greater clarity, will be legally binding on all Suppliers, whether or not a Supplier submits a Quotation.

(6) The confidentiality obligations of the Supplier 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 Supplier, or which, after disclosure to the Supplier, becomes part of the public domain other than by a breach of the Supplier's confidentiality obligations or by any act or fault of the Supplier;

(b) information which was in the Supplier's possession prior to its disclosure to the Supplier by the University, and provided that it was not acquired by the Supplier under an obligation of confidence; or

(c) information which was lawfully obtained by the Supplier 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.

3.5 Suppliers' Costs

(1) The Supplier will bear all costs and expenses incurred by the Supplier relating to any aspect of its participation in this RFQ Process, including, without limitation, all costs and expenses related to the Supplier's involvement in,

(a) the preparation, presentation and submission of its Quotation;

(b) due diligence and information gathering processes;

(c) preparation of responses to questions or requests for clarification from the University;

(d) preparation of the Supplier's own questions during the clarification process;

(e) review of the University's responses to questions and other communications, Background Information and Addenda; and

(f) any discussions or negotiations with the University regarding a definitive letter agreement.

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

3.6 Disqualification

(1) The University may, in its sole discretion, disqualify a Quotation any time prior to the execution of a final agreement by the University, if,

(a) the Supplier fails to cooperate in any attempt by the University to clarify or verify any information provided by the Supplier;

(b) the Supplier fails to comply with applicable law;

(c) the Quotation contains false or misleading information;

(d) the Supplier fails to disclose any information (including in any declaration or form attached to the Quotation in connection with the RFQ Documents) that would materially adversely affect the University's evaluation of the Quotation;

(e) the University becomes aware of a perceived, potential or actual Conflict of Interest as described in RFQ Section 1.3 and the Supplier,

(i) does not receive a waiver from the University in accordance with RFQ Section 1.3(5)(c); or

(ii) fails to substitute the person or entity giving rise to the perceived, potential or actual Conflict of Interest in accordance with RFQ Section 1.3(5)(b);

(f) at any time prior to the Submission Deadline, the University became aware that the Supplier failed to disclose an actual Conflict of Interest in any past or current procurement issued by the University, unless the Supplier has demonstrated to the satisfaction of the University that the Supplier has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interest;

(g) there is evidence that the Supplier or any of its respective employees, agents, consultants, contractors, service providers or representatives directly or indirectly colluded with one or more other Suppliers or any of their respective employees, agents, consultants, contractors, service providers or representatives in the preparation or submission of Quotations;

(h) the Supplier has breached any agreement with the University (whether or not the University exercises any right to terminate such agreement) or has breached Laurentian University's Code of Ethics;

(i) the Quotation, in the sole discretion of the University, reveals a perceived, potential or actual Conflict of Interest that cannot be managed, mitigated or minimized;

(j) the Supplier misrepresents any information provided in the Quotation;

(k) the Supplier has been convicted of an offence in connection with any services rendered to the University;

(l) the Supplier has breached an agreement for goods and/or services similar to the ones requested under this RFQ Process with an entity other than the University;

(m) the Supplier was convicted of a criminal offence within the three years immediately prior to the Submission Deadline;

(n) a Supplier is, at the time of issuance of the RFQ Documents or any time during the RFQ Process, engaged in ongoing litigation against the University;

(o) there are any convictions related to inappropriate bidding practices or unethical behaviour by a Supplier or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction; or

(p) a Supplier 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.

3.7 RFQ Not a "Bidding Contract" or a Tender

(1) Notwithstanding any other provision of the RFQ Documents, the RFQ Documents are not a tender and are not an offer to enter into either a bidding contract (often referred to as "**Contract A**") or a contract to provide the Services (often referred to as "**Contract B**"). Except as provided in RFQ Section 3.4, neither the RFQ Documents nor the submission of a Quotation by a Supplier will create any legal or contractual rights or obligations whatsoever on any of the Supplier or the University. Except as provided in RFQ Section 3.4, no legal relationship or obligation of any kind whatsoever will be created between the Supplier and the University until the successful negotiation and execution of a final agreement between the Supplier and the University.

(2) Without limiting the generality of RFQ Section 3.7(1) the following principles apply to this RFQ Process:

(a) the University may, in its sole discretion, change or discontinue this RFQ Process at any time whatsoever;

(b) the University may, in its sole discretion, decline to evaluate any Quotation that, in its sole discretion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation;

(c) the University may, in its sole discretion, enter into negotiations with any Supplier, person or persons with respect to the Services that are the subject of the RFQ Documents;

(d) there are no mandatory requirements for a Supplier or a Quotation in this RFQ Process;

(e) the University may, in its sole discretion, request any supplementary information whatsoever from a Supplier after the Submission Deadline, including information that the Supplier could or should have submitted prior to the Submission Deadline (provided however, that the University is not obliged in any way whatsoever to request supplementary information from a Supplier); and

(f) the University may, in its sole discretion and at any time during the RFQ Process,

(i) reject any or all of the Quotations;

(ii) accept any Quotation, including a Quotation that is not submitted in accordance with the requirements set out in RFQ Section 2.5;

(iii) if only one Quotation is received, either elect to accept or reject it or to enter into negotiations with the applicable Supplier;

(iv) elect not to proceed with the RFQ Process;

(v) alter the Timetable;

(vi) change the RFQ Process or any other aspect of the RFQ Documents; and

(vii) cancel this RFQ Process and subsequently conduct another competitive process for the Services that are the subject matter of the RFQ Documents or subsequently enter into negotiations with any person or persons with respect to the Services that are the subject matter of the RFQ Documents.

SECTION 4 - DEFINITIONS

4.1 General

(1) In the RFQ 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 RFQ Documents to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.

4.2 RFQ Definitions

Whenever used in the RFQ Documents,

(1) “**Advisor**” means any person or firm retained to provide professional advice to any one of the University or a Supplier, as applicable;

(2) “**Affiliate**” means an “affiliate” as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto;

(3) “**Background Information**” is defined in RFQ Section 2.1(3);

(4) “**Bonfire**” is the University’s web portal tool that will be used for the submission of Quotations in accordance with this RFQ 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) “**Confidential Information**” is defined in RFQ Section 3.4(1);

(7) “**Conflict of Interest**” is defined in RFQ Section 1.3(1);

(8) “**Contact Persons**” means the contact persons listed in the RFQ Data Sheet in respect of RFQ Section 2.3(1);

(9) “**Contract A**” is defined in RFQ Section 3.7(1);

(10) “**Contract B**” is defined in RFQ Section 3.7(1);

(11) “**FIPPA**” is defined in RFQ Section 3.3(1);

(12) “**Governing Law**” means the laws of Ontario and the applicable laws of Canada;

(13) “**MERX**” means the electronic bid solicitation website used by the University for this RFQ Process;

(14) “**includes**” and “**including**” means “includes without limitation” and “including without limitation” respectively;

(15) “**Quotation**” is defined in RFQ Section 1.1(1);

(16) “**Quotation Submission Form**” means the submission form attached as Schedule B to this RFQ;

(17) “**RFQ**” is defined in RFQ Section 2.1(1)(a);

(18) “**RFQ Data Sheet**” means Schedule A to this RFQ;

(19) "**RFQ Documents**" is defined in RFQ Section 2.1(1);

(20) "**RFQ Number**" is defined in RFQ Section 1.1(1);

(21) "**RFQ Process**" is defined in RFQ Section 1.1(2);

(22) "**Services**" is defined in RFQ Section 1.1(1);

(23) "**Submission Deadline**" is defined in RFQ Section 2.2(1);

(24) "**Supplier**" is defined in RFQ Section 1.1(2);

(25) "**Timetable**" is defined in RFQ Section 2.2(1); and

(26) "**University**" is defined in RFQ Section 1.1(1).

SCHEDULE A

RFQ DATA SHEET

RFQ DATA SHEET
SCHEDULE A TO THE RFQ

RFQ SECTION REFERENCE AND DESCRIPTION	ITEM
RFQ Section 1.1(1) – Name and Description of Services	Name and Description of Services: As part of its restructuring, LU wishes to undertake a review of its current real estate portfolio, all of which is located in and around the City of Greater Sudbury. The purpose of the real estate review is to investigate the potential to monetize various of LU's real estate assets in an effort to maximize value for LU's stakeholders while allowing LU to continue its operations on a go-forward basis, consistent with its strategic plan. To achieve this goal, LU expects that the review of its portfolio will consist of the following: • Reviewing and understanding LU's current portfolio of real estate and existing restrictions, encumbrances or other limitations on the ability to sell, lease or otherwise monetize the real estate. • Consideration of potential strategies with respect to the monetization of the redundant or potentially excess assets in the real estate portfolio (land and buildings), including the identification of prospective purchasers or categories of purchasers, a proposed process for the solicitation of offers from prospective purchasers and the recommended timeline associated with such process, all with a view to the maximization of value. • Review of the third-party leases within the real estate portfolio, including a comparison against market third party lease rates and a recommendation with respect to opportunities to further monetize such leases. • Consideration of other strategies to monetize real estate assets including for example selling residences to a campus residence operator and the pros and cons of such a strategy as well as proposed process and timeline. • Inquiries into LU's current utilization of space and recommendations to optimize space utilization, including opportunities to consolidate and the feasibility of doing so. • Identification of redundant assets in its real estate portfolio or excess assets that could be freed up through space utilization strategies as set out above. • Recommendations with respect to which of the identified potential strategies for monetization should be further explored and suggested next steps.
RFQ Section 1.1(1) – RFQ Number	The RFQ Number is 21-RFC-11.
RFQ Section 1.1(2) – Suppliers	The RFQ Process is open to all parties submitting a Quotation in accordance with the RFQ Documents, whether directly contact by Laurentian or not.

RFQ SECTION REFERENCE AND DESCRIPTION	ITEM
RFQ Section 1.4(1) – University Policies	Not Applicable
RFQ Section 2.1(3) – Background Information Document	Laurentian University of Sudbury ("**LU**" or "**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, LU has operated in Sudbury, Ontario, as a publicly-funded, bilingual and tricultural postsecondary institution, with a focus on undergraduate programming. LU 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, the "**Initial Order**"). As part of its restructuring, LU wishes to undertake a review of its current real estate portfolio, all of which is located in and around the City of Greater Sudbury. The purpose of the real estate review is to investigate the potential to monetize various of LU's real estate assets in an effort to maximize value for LU's stakeholders while allowing LU to continue its operations on a go-forward basis, consistent with its strategic plan.
RFQ Section 2.2(1) – Timetable	Timetable: (a) Issuance of RFQ Documents ***May 19, 2021*** (b) Deadline for Suppliers to submit their Conflict of Interest Declarations ***May 28, 2021*** (c) Deadline for Submission of Quotations (Submission Deadline) ***May 28, 2021 4:00:00 p.m. local time***
RFQ Section 2.3(1) – Contact Person	The name of the Contact Persons are: Ray Coutu, Laurentian University D.J. Miller, Thornton Grout Finnigan LLP Sharon Hamilton, Ernst & Young Inc. The e-mail address of the Contact Persons are: rcoutu@laurentian.ca djmiller@tgf.ca sharon.s.hamilton@ca.ey.com

RFQ SECTION REFERENCE AND DESCRIPTION	ITEM
RFQ Section 2.5(1)(a) – Contents of the Quotation	• Corporate Overview • Experience and Qualifications • Summary of Services, Support and Technology Used (to the extent applicable) • Proposed Methodology to Complete the Project • Anticipated Information Required from LU • Pricing and Budget
RFQ Section 2.5 Bonfire Link for Submission of Quotations	Each Supplier is required to submit its Quotation on Bonfire at the following link: **https://laurentian.bonfirehub.ca/opportunities/private/3cc8d6e25f44b44351691bc7e21be65f**

SCHEDULE B

QUOTATION SUBMISSION FORM

QUOTATION SUBMISSION FORM
SCHEDULE B TO THE RFQ

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

RE: #21-RFC-11

RE: Phase 1 Real Estate Review

1. <u>Supplier Information</u>

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

_____
_____
_____

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

_____
_____
_____

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

_____
_____
_____

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

_____
_____
_____

2. <u>Quotation</u>

[Insert details regarding quotation, including list of items to be quoted on and provide any required details regarding taxes, costs and expenses to be included, etc.]

3. <u>Regulatory Matters</u>

We confirm as follows:

(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: Suppliers to strike the provision not applicable to them.]

_____
I have the authority to bind the Supplier.

_____
Print Name and Title of Person Signing

SCHEDULE C

PRICING AND BUDGET

SCHEDULE “C”
PRICING AND PROPOSED BUDGET

[**Supplier to provide sufficient particulars with respect to pricing, including hourly rates, additional fees and expenses, and a proposed budget.**]

SCHEDULE D

CONFLICT OF INTEREST DECLARATION

CONFLICT OF INTEREST DECLARATION
SCHEDULE D TO THE RFQ

To: Laurentian University (the "University")

Re: Request for Quotations RFQ No. 21-RFC-11 – Phase 1 Real Estate Review (the "RFQ")

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

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

1. No Supplier or person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of our Quotation (together, the "**Supplier 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 RFQ 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 RFQ Process;

2. There is no perceived, potential or actual Conflict of Interest, collusion or any other type of unfair advantage in any of the Supplier Conflict Declaration Parties' participation in this RFQ Process;

3. No Supplier 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 Supplier Conflict Declaration Party in the normal course of this RFQ Process, that is or was relevant to the Goods and/or Services or this RFQ Process;

4. None of the Supplier 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 Supplier or any of its Affiliates has sought protection under any bankruptcy or insolvency laws during the past five years;

6. None of the Supplier or any of its Affiliates has been the subject of a final determination that it has breached any Governing 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 _____, 2021.

[INSERT NAME OF SUPPLIER]

_____
Name of Authorized Signatory:
Title:

I have authority to bind the Supplier.

Attachment 1

to

Schedule D

Exceptions

EXCEPTIONS
ATTACHMENT 1 TO SCHEDULE D

[The Supplier should complete this Attachment 1 to Schedule D, setting out accurately and completely, any exceptions to the statements made in the Declaration. If there are no such exceptions, the Supplier should insert the word "*NIL*" in this Attachment 1 to Schedule D.

If there are exceptions set out in this Attachment 1 to Schedule D, the Supplier should submit to the University, as a separate document, the Supplier'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 Supplier.]

SCHEDULE E

PROPOSAL INFORMATION DECK