



**Request for Proposal: IC401675
Due Diligence Analysis for the Automotive Innovation Fund**

RETURN BIDS TO :

Innovation, Science and Economic
Development Canada
Contracts & Material Management
235 Queen Street
Bid Receiving Area
Mail Scanning
Room S-143, Level S-1
Ottawa, Ontario K1A 0H5
Attention: Chantal Lafleur

REQUEST FOR PROPOSAL

**Proposal To: Innovation, Science and
Economic Development Canada**

We hereby offer to sell to Her Majesty the Queen in
right of Canada, in accordance with the terms and
conditions set out herein, referred to herein or
attached hereto, the goods, services, and construction
listed herein and on any attached sheets at the
price(s) set out thereof.

Title Due Diligence Analysis for the Automotive Innovation Fund		
Solicitation No. IC401675	Date April 11, 2017	
Solicitation Closes at 14 : 00 HRS on April 26, 2017		Time Zone Eastern Daylight Time (EDT)
F.O.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to : Chantal Lafleur		
Telephone No. 613-990-5937	Email address Chantal.lafleur2@canada.ca	
Destination – of Goods, Services, and Construction:		

Instructions: See herein

**Comments : This document contains a
Security Requirement**

Issuing Office
Innovation, Science and Economic
Development Canada
Contracts & Material Management
235 Queen Street
Ottawa, Ontario K1A 0H5

Delivery required	Delivered Offered
Vendor/firm Name and address	
Facsimile No. Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
Signature	Date



Professional Audit Support Services (PASS) Supply Arrangement

Request for Proposal (RFP)

For the provision of

**Due Diligence Analysis for the Automotive Innovation
Fund**

For

**Innovation, Science and Economic Development
Canada**

IC401675

This RFP is issued against the Professional Audit Support Services (PASS) Supply Arrangements, PWGSC File No. **E60ZQ-140002/**. All terms and conditions of the referenced Supply Arrangements apply and must be incorporated into any resulting contract.



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TITLE

Bid solicitation # IC401675, issued under the framework of the Professional Audit Support Services Supply Arrangement (PASS SA), for the provision of the following professional services: Due Diligence Analysis.

PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include: the List of Suppliers, Confidentiality Agreement, Technical and Financial Evaluation, Certifications Required with the Bid.

The Annexes include: the Statement of Work, the Basis of Payment and the Security Requirements Check List.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

2. Summary

Innovation, Science and Economic Development Canada (ISED) seeks to establish task based contract under the Professional Audit Support Services (PASS) Supply Arrangement, under the following Stream:

8. Recipient/Contribution Agreement Audit

2.1 Canada is seeking to establish a contract for Recipient/Contribution Agreement Audit stream as defined in Annex "A", Statement of Work for the Innovation, Science and Economic Development Canada.

2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 – Security Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

2.4 The resulting Contracts are not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

3. Potential Bidders under this RFP

This requirement is open only to pre-qualified Suppliers under Stream 8: Recipient/Contribution Agreement Audit.



4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

5. Conflict of Interest

5.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

5.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

5.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



ATTACHMENT 1 TO PART 1 LIST OF SUPPLIERS

Potential bidders under this RFP

The requirement described in this RFP is open to pre-qualified suppliers for the following stream of the PASS SA:

Stream 8: Recipient/Contribution Agreement Audit

1. Altis Human Resources (Ottawa) Inc.
2. Aniko Consultants Inc., Samson & Associés CPA/Consultation Inc./Samson & Associates CPA/Consulting Inc., in Joint Venture
3. BDO Canada LLP
4. Deloitte LLP
5. Ernst & Young LLP
6. KPMG LLP
7. MNP LLP
8. Pricewaterhouse Coopers LLP
9. Raymond Chabot Grant Thornton Consulting Inc.
10. Samson & Associés CPA/Consultation Inc
11. Samuel C. Young Professional Corporation, Douglas G. Kroetsch Professional Corporation, Joseph Y. Man Professional Corporation
12. Serge Lavallée. André Loyer, Michel Coulombe, et
13. Spearhead Management Canada Ltd.
14. Welch LLP



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- i. Wherever the terms “Public Works and Government Services Canada” or “PWGSC” are used, substitute with “Canada”;
- ii. Subsection 3.a) of Section 01, Integrity Provisions - Bid is deleted in its entirety and replaced with the following:
 3. List of Names
 - a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are currently directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
 - b. These bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- iii. Subsection 05 (4) is amended as follows:
Delete: sixty (60) days
Insert: one hundred and twenty (120) days;
- iv. At Section 11, insert:
 - h. accept, or waive, a non-material error of form in a Bidder’s proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder’s proposal provided there is no change in the price quoted;
 - i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
 - j. retain all proposals submitted in response to this bid solicitation.

2. Submission of Bids

- a) Bids must be submitted only to Innovation, Science and Economic Development Canada’s Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.
- b) Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- c) Bid Receiving Unit Address is Solely for Delivery of Bids: The address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.
- d) Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder.
- e) The Bidder’s signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada’s interest.

3. Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Attachment 1 to Part 2, Confidentiality Agreement, before being given access to such information.



The Supplier must submit a signed confidentiality agreement, substantially in the form set out below (Attachment 1 to Part 2 of the RFP) and include it to their bid submission.

4. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, [the Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive



Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

6. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

7. Improvement of Requirement during Bid Solicitation

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

8. Basis for Canada's Ownership of Intellectual Property

Innovation, Science and Economic Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.



ATTACHMENT 1 TO PART 2 CONFIDENTIALITY AGREEMENT

**TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED
BY THE MINISTER OF INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT CANADA**

The description of the requirement of bid solicitation No.IC401675 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

_____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Supplier's legal name

Signed by its authorized representative

Date



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows :

- Section I: Technical Bid four (4) hard copies;
- Section II: Financial Bid two (2) hard copies;
- Section III: Certifications not included in the Technical Bid two (2) hard copies; and
- Section IV: Additional Information two (2) hard copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid :

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.

Canada's Policy on Green Procurement: The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capacity and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

Bidders are advised that only listing experience without providing any supporting information data such as: curriculum vitae, professional profile, credentials, references and/or reference letters, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment; and where, when and how such experience was obtained will not be considered to be "demonstrated" for the purpose of this evaluation.

Resumes for proposed resources: Unless specified otherwise in the RFP, the technical bid must include resumes for each of the consultants identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s).



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Education: Academic Certification (Degree, etc.) must be obtained through a recognized academic institution in the field of expertise.

Part 4 – Evaluation Procedures and Basis of Selection contain additional instructions that bidders must consider when preparing their technical bid.

Section II: Financial Bid

Bidders must submit their financial bid in Canadian Funds and in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

When preparing their financial bid, bidders should review the Basis of Payment in Annex B and clause 1.2 Financial Evaluation, of Part 4 of the bid solicitation.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only.

The Bidder's all-inclusive per diem rates in response to an RFP and resulting contract(s) will apply to where the Work is to be performed in Canada as may be specified in the RFP and the resulting contract(s).

SACC Manual Clause

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5 that have not been included in the Technical Bid.

Section IV: Additional Information

In section IV of their bid, bidders must provide the following information:

1. their legal name;
2. their Procurement Business Number (PBN);
3. their full mailing address;
4. the name of the contact person (including this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third



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party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

1.1.2 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1 - Bid Evaluation Criteria.

1.1.3 Point Rated Technical Criteria

Proposals should identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the requirements as detailed below.

Proposals should provide supporting information in number of years/months/projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the firm. Supporting information should include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length and depth of experience. The points will then be totaled.

Proposals will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighing indicators indicated.

Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The Point Rated Technical criteria are described in Attachment 4.1 - Bid Evaluation Criteria.



1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Annex B.

Mandatory Financial Criteria. Refer to Attachment 1 to Part 4.

2. Basis of Selection

2.1 Basis of Selection – Highest Combined Rating of Technical Merit (80%) and Price (20%)

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

2.2 Bids not meeting (choose "(a) or (b) or (c)") will be declared non-responsive.

2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.

2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 80 = 68.15	89/135 x 80 = 52.74	92/135 x 80 = 54.52
	Pricing Score	45/55 x 20 = 16.36	45/50 x 20 = 18	45/45 x 20 = 20
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



**ATTACHMENT 1 TO PART 4
TECHNICAL AND FINANCIAL CRITERIA**

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Name and description of client organization;
- Name, phone, email of client ;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and/or
- Description of the Consultant roles and responsibilities in the project.

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.



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Number	Mandatory Technical Criterion	MET / NOT MET	Cross Reference to Proposal
MT1	The Bidder must provide evidence of its previous experience in conducting financial, market and technology assessments of companies and projects that are similar in scope and complexity to the requirements as described in Annex A – Statement of Work.		
MT2	The Bidder must submit detailed CVs for each of the proposed resources demonstrating that they meet the minimum mandatory requirements (educational, professional designations and work experience) for each applicable resource category as described in Annex A, Statement of Work, Section 5.		

2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Summary of Point Rated Criteria

ITEM	TITLE	MAXIMUM POINTS AVAILABLE	MINIMUM POINTS REQUIRED	POINTS ACHIEVED
PR1	Bidder Experience in conducting economic analysis	30	20	
PR2	Bidder Experience in providing the technical feasibility assessments	60	40	
PR3	Bidder Experience in evaluating economic and public benefits	30	20	
PR4	Bidder Project Plan	25	15	
PR5	Bidder's samples of work	30	20	
Total		175	115	

Requirements	Technical Rating
Minimum Score = 20	
Maximum Score = 30	



<p>PR1 - The Bidder should demonstrate that they have experience in conducting economic analysis of Canadian, North American and Global manufacturing industry. The Bidder is to provide a minimum of six (6) projects, three (3) of which must be in the automotive sector, in the last five (5) years in which they were involved in to demonstrate this experience.</p> <p>Up to 5 points per project up to a maximum of 30 points.</p>	<p>Unacceptable to Inadequate (0 – 2 points) The Bidder's experience does not demonstrate or lacks the relevant experience in conducting economic analysis of Canadian, NA and Global automotive industry to adequately fulfill the project's requirements.</p> <p>Acceptable to Good (3 points) The Bidder's experience somewhat demonstrates the relevant experience in conducting economic analysis of Canadian, NA and Global automotive industry and shows an ability to satisfy the project's requirements.</p> <p>Very Good to Excellent (4 – 5 points) The Bidder's experience clearly demonstrates the relevant experience in conducting economic analysis of Canadian, NA and Global automotive industry and exceeds what is required to fulfill the project's requirements.</p>
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Requirements	Technical Rating
<p>Minimum Score = 40 Maximum Score = 60</p>	
<p>PR2 – The Bidder should demonstrate that they have experience in providing the technical feasibility assessments and R&D analysis of manufacturing related plans/investments by companies. The Bidder is to provide a minimum of six (6) projects in the last five (5) years, at least three (3) of which must be in the automotive sector, in which they were involved in to demonstrate this experience.</p> <p>Up to 10 points per project up to a maximum of 60 points.</p>	<p>Unacceptable to Inadequate (0 – 4 points) The Bidder's does not demonstrate or lacks the relevant experience in providing the technical feasibility assessments and R&D analysis of automotive related plans/investments by companies to adequately fulfill the project's requirements.</p> <p>Acceptable to Good (5 – 7 points) The Bidder's demonstrated experience in providing the technical feasibility assessments and R&D analysis of automotive related plans/investments by companies shows an ability to satisfy the project's requirements.</p> <p>Very Good to Excellent (8 – 10 points) The Bidder's demonstrated experience in providing the technical feasibility assessments and R&D analysis of automotive related plans/investments by companies exceeds what is required to fulfill the project's requirements.</p>

Requirements	Technical Rating
<p>Minimum Score = 20 Maximum Score = 30</p>	
<p>PR3 – The Bidder should demonstrate that they have experience in evaluating economic and public benefits of manufacturing R&D and product/process investments/plans. The Bidder is to provide a minimum of six (6) projects, three of which must be in the</p>	<p>Unacceptable to Inadequate (0 – 2 points) The Bidder's does not demonstrate or lacks the relevant experience in evaluating economic and public benefits of automotive R&D and product/process investments/plans to adequately fulfill the project's requirements.</p>



<p>automotive sector, in the last five (5) years in which they were involved in to demonstrate this experience.</p> <p>Up to 5 points per project up to a maximum of 30 points.</p>	<p>Acceptable to Good (3 points) The Bidder's somewhat demonstrates experience in evaluating economic and public benefits of automotive R&D and product/process investments/plans and shows an ability to satisfy the project's requirements.</p> <p>Very Good to Excellent (4 – 5 points) The Bidder's demonstrates experience in evaluating economic and public benefits of automotive R&D and product/process investments/plans and exceeds what is required to fulfill the project's requirements.</p>
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Requirements	Technical Rating
<p>Minimum Score = 15 Maximum Score = 25</p>	
<p>PR4 – The Bidder must prepare a project plan that demonstrates how the project will be managed and what the approach will be to report on project progress and deliverables.</p> <p>The project plan will be rated using the following criteria:</p> <ol style="list-style-type: none"> (1) Approach for analyzing the degree to which the project meets Government's objectives to support strategic, large-scale research and development projects to build innovative, greener, more fuel efficient vehicles. (2) Approach for analyzing the degree to which the project includes development, deployment, or production of key industry technologies which are shaping the direction of the automotive industry. (3) Approach for analyzing the degree to which the project includes the development and/or adoption of clean vehicle technologies and other innovative products that promote Canada's climate change and environmental agenda (4) Approach for analyzing the degree to which the investments necessary to secure globally significant mandates that will serve to anchor facilities over ten or more years and that will help attract and retain further investment (5) Approach for analyzing the degree to which the project will lead to the establishment of new or expanded manufacturing or R&D facilities that will significantly contribute to innovation, job creation and global value chain opportunities. 	<p>Inadequate (0 – 2 points) The project plan does not or does not fully address the requirements described within the criteria.</p> <p>Acceptable to Good (3 points) The project plan somewhat or adequately addresses the requirements described within the criteria.</p> <p>Very Good to Excellent (4 - 5 points) The project plan fully addresses or exceeds the experience in the requirements described within the criteria.</p>



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Up to 5 points each for a maximum of 25 points	
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Requirements	Technical Rating
Minimum Score = 20 Maximum Score = 30	
<p>PR5 – The Bidder should demonstrate that they are able to access multiple resources and expertise in technological, business, and economic research to produce timely analysis, advice, and quality strategic reports regarding automotive insight and circumstance-specific analysis on a global scale.</p> <p>Specifically, the Bidder must demonstrate that it meets the requirements by submitting three (3) samples of work related to the following:</p> <ul style="list-style-type: none"> - Demonstrated expertise in automotive, with the main focus of the consulting firm on Canadian companies, as well as experience providing analytical advice for various levels of government and companies. (10 points) - Demonstrated knowledge in the automotive sector, innovation, and market analysis at Canadian, NA and global levels in order to provide advice on project innovation, economic, and environmental benefits. (10 points) - Demonstrated presence of experienced analytical teams in several strategic international automotive markets and analytical capacity for various international locations. (10 points) <p>Up to 10 points per category to a maximum of 30 points</p>	<p>Inadequate (0 – 4 points) The Bidder’s samples of work do not demonstrate that they meet the requirements related to the criteria.</p> <p>Acceptable to Good (5 - 7 points) The Bidder’s samples of work somewhat or adequately meet the requirements related to the criteria.</p> <p>Very Good to Excellent (8 – 10 points) The Bidder’s samples of work have meet completely or exceeded the requirements related to the criteria</p>

3. Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion should be addressed separately.

Number	Mandatory Financial Criteria (MF)	Cross Reference to Proposal
MF1	The total evaluated price of the Bidder’s financial proposal must not exceed \$200,000.00 excluding Applicable Taxes (inclusive of all travel and living expenses), as per Annex B – Basis of Payment.	



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2.3 Additional Certifications Precedent to Contract Award

Refer to Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award.



**ATTACHMENT 1 TO PART 5
ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Certification

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Name of Authorized Individual

Date

Signature



PART 6 – SECURITY REQUIREMENTS

1. SECURITY REQUIREMENT

- 1.1 At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\) of Public Works and Government Services Canada](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract;

[4008](#) (2008-12-12), Personal information, apply to and form part of the Contract.

2.3 Specific Person(s)

The Contractor must provide the services of the person(s), as indicated in Annex B, Basis of Payment, to perform the Work as stated in the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract:

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).



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3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. *Industrial Security Manual* (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The initial Contract period is from date of Contract award to **(TO BE ENTERED AT CONTRACT AWARD)**.

4.2 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chantal Lafleur
Title: Senior Contracts and Procurement Advisor
Organization: Corporate Finance Systems and Procurement Branch
Address: 235 Queen Street, Ottawa, ON, K1A 0H5
Telephone: 613-990-5937
E-mail address: Chantal.lafleur2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

(TO BE ENTERED AT CONTRACT AWARD)

The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

(TO BE ENTERED AT CONTRACT AWARD)

Name:



Title:
Telephone:
Email address:

6. Payment

6.1 Basis of Payment

The Offeror will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Terms of Payment in Appendix B.

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$(**TO BE ENTERED AT CONTRACT AWARD**). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, and approved by Canada if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the amount claimed is in accordance with the basis of payment;

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.4 SACC Manual Clauses

[C0705C](#) (2010-01-11), Discretionary Audit

6.5 Time Verification

[C0711C](#) (2008-05-12), Time Verification

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;



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- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment: as appearing on the front page of the contract; and,
- (b) One (1) copy must be forwarded to the Project Authority identified under article 5.2 of the Contract entitled "Authorities".

8. Certifications - Compliance

Compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
[4008](#) (2008-12-12), Personal information, apply to and form part of the Contract.
- (c) the general conditions [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List; and
- (g) the Contractor's bid dated _____ **(TO BE ENTERED AT CONTRACT AWARD)**.

11. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



ANNEX A - STATEMENT OF WORK

1.0 TITLE OF PROJECT

Due Diligence Analysis for the Automotive Innovation Fund

2.0 PURPOSE

Innovation, Science and Economic Development Canada (ISED), on behalf of the federal government, is considering a project proposal from Linamar Corporation under the Automotive Innovation Fund (AIF), for financial support at their Canadian facilities. To assist ISED officials with their recommendation to the Minister, the project proposal will undergo third party due diligence.

3.0 BACKGROUND

Under the AIF, large projects require that due diligence be undertaken. This due diligence involves third party experts to examine the eligibility of a project and the recipient's ability to deliver on the proposed technological, environmental and economic benefits to Canada. The due diligence also determines the relative technological, management and financial risks associated with the project, as well as the recipient's ability to fully repay the government's contribution.

4.0 DESCRIPTION OF RESOURCE CATEGORIES

4.1 **Partner/Managing Director**

May be an owner of the firm. The resource exercises project sign-off authority on behalf of the Contractor, and oversees and assures the quality of work of Project Managers/Leaders responsible for individual projects. Negotiates the final agreement for the Work on behalf of the firm. Supervises the creation, development and implementation of significantly new or modified audit approaches to solve problems and obtains approval from the Project Authority for their application. Reports progress of the project on an as needed basis and at key milestones in the life cycle. Meets with senior level auditees, as required, to outline audit objectives and approaches, to gather key perspectives, and to present audit observations and recommendations.

4.2 **Project Manager/Leader**

Manages the project team during the planning, implementation and reporting phases of the audit Work. Ensures that resources are made available and that the project is developed and is fully implemented within agreed time, cost and performance parameters of the Contract. Determines budgetary requirements, the composition, roles and responsibilities and deadlines for the project team. Defines and documents the objectives and scope for the project. Identifies problems impeding successful completion of the project and proposes, develops and implements significantly new or modified audit approaches to solve them. Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle. Meets with auditee management to outline audit objectives and approaches, to gather key perspectives, and to present audit observations and recommendations. Prepares plans, charts, tables and diagrams to assist in presenting or displaying observations and recommendations.

4.3 **Senior Auditor**

Develops and designs approaches and programs for significant segments of projects. Participates in the development of the overall plan and strategy for specific projects. Carries-out, or supervises auditors and junior auditors in the performance of project tasks according to approved programs or plans. Prepares and presents project observations and recommendations to the Project Manager/Leader for approval. Presents observations and findings from work completed to the Project Authority and to auditees. Drafts and revises audit reports.

4.4 **Auditor**

Participates in the planning, conduct and reporting phases of projects. Organizes and conducts project tasks according to approved programs or plans. Drafts portions of, or content leading to, drafts and final



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reports, including audit observations, conclusions and recommendations. Presents oral briefings and debriefings to auditees on assigned segments of projects.

4.5 Junior Auditor

Conducts assigned tasks. Normally supports resources provided by the Contractor where there is a justified requirement for audit tests or other support activities not requiring the level of qualification or expertise associated with the other resource categories.

4.6 Audit Support Specialist

Provides specialized knowledge and advice in support of the audit work being done by those in one or more professional categories described above. Depending on the nature of the requirement, audit support specialists may include experts in data extraction, data analysis and spreadsheet development statistical sampling, data recovery and reconstruction specialist, engineers, etc.

5.0 SCOPE OF WORK

Note: When applicable, each individual proposed with a university degree or college diploma, must possess, at a minimum, a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca/1374/obtain-an-academic-credential-assessment-for-general-purposes/index.canada>.

The experience of the proposed resources must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

5.1 Stream 8: Recipient/Contribution Agreement Audit

This Stream will require the services of professionals to provide expert services and advice in support of recipient/contribution agreement audit.

A Recipient audit is an independent assessment to provide assurance on a recipient's compliance with a funding agreement. The scope of a recipient audit may address any or all financial and non-financial aspects of the funding agreement.

Minimum Mandatory Qualifications and Experience for the Resource Categories:

The following are the minimum mandatory requirements that must be met by the Contractor's personnel identified under each applicable resource category for work to be performed under this Stream. User departments cannot reduce these minimum requirements but, if necessary, user departments may increase these requirements at the Request for Proposal (RFP) stage:

Partner/Managing Director

Education/Professional Qualifications: Professional designation in any one of the following: CPA, CA, CMA, CGA, CIA or CGAP; **AND**

Experience: Must have a minimum of eight (8) cumulative years of audit experience within the past ten (10) years, including at least two (2) cumulative years of experience in recipient/contribution agreement audit.

Project Manager/Leader

Education/Professional Qualifications: Professional designation in any one of the following: CPA, CA, CMA, CGA, CIA or CGAP; **AND**

Experience: Must have a minimum of six (6) cumulative years of audit experience within the past ten (10) years, including at least two (2) cumulative years of experience in recipient/contribution agreement audit.

Senior Auditor



Education/Professional Qualifications: Professional designation in any one of the following: CPA, CA, CMA, CGA, CIA or CGAP; **AND**

Experience: Must have a minimum of three (3) cumulative years of audit experience within the past ten (10) years; **OR** must have a minimum of three (3) cumulative years in managing transfer payments within the past ten (10) years.

Auditor

Education/Professional Qualifications: Professional designation in any one of the following: CPA, CA, CMA, CGA, CIA or CGAP; **OR** a degree/diploma from a recognized university or college (see note above), relevant to the Stream and/or the Statement of Work; **AND**

Experience: Must have a minimum of two (2) cumulative years experience audit experience within the last ten (10) years.

Junior Auditor

Education/Professional Qualifications: Must be in the process of obtaining a degree/diploma from a recognized university or college (see note above), which is relevant to the Stream and/or the Statement of Work; **OR** in the process of completing an apprentice program (see note above) that is relevant to the Stream and/or the Statement of Work.

Audit Support Specialist

Education/Professional Qualifications: Post-secondary education; **AND**

Experience: Must have a minimum of two (2) years experience within the last five (5) years as an Audit Support Specialist.

The contractor shall examine the company's proposal against AIF criteria and assess the feasibility of the proposed project and the applicant's ability to deliver the project's proposed economic, technological and environmental benefits. It is expected that the level of effort to complete this assessment will be not more than twenty (20) business days.

The contractor shall prepare an assessment of the financial prospects of the applicant in the medium and longer terms. The assessment shall be based on assumptions concerning the present and proposed technological and market directions that the company is pursuing. The financial assessment shall provide a sensitivity analysis and outline probable financial scenarios. Key assumptions and a risk assessment must be provided for each scenario. The capacity of the company to fund its share of the proposed project costs must also be addressed, and an analysis of the proposed budget. The purpose of this section will be to confirm that Linamar has the resources to complete the proposed investment and that the projected resources identified by Linamar are fairly stated.

The contractor shall prepare an assessment of the company's business strategy and prospects as presented in the project proposal in relation to Linamar's traditional business lines, and potential markets and technologies. The purpose of this analysis will be to determine how Linamar business priorities and project proposal relate to increasing the benefits to Canada.

The contractor shall prepare an assessment of the proposed R&D investment including prospects in both Linamar's traditional business lines and in new and emerging markets, based on forecasts and technological trends and developments in these markets. The purpose of this analysis will be to evaluate Linamar's ability to incorporate the proposed R&D into its medium and long term strategy.

6.0 DETAILS

As the result of the performance of tasks identified below, the contractor will produce the following deliverables:

1. a written report on the Applicant's capacity to fund its share of the proposed project costs;
2. the financial models underlying the financial report;
3. a written report analysing the Applicant's markets, technological developments and an assessment of the Applicant's applicable business strategy; and
4. a mid-term presentation is to be made to government officials on the above noted reports.



The impact of the conclusions of the strategic analysis on the company's proposal and project financial model shall be made clear.

Task A

Part A)

The Contractor will assess the financial sustainability of the project. Specifically the Contractor will:

- review the proponent's detailed project budget to evaluate whether the resources committed are reasonable and will be sufficient to conduct all the activities of the project in the proposed timing; and,
- assess all key factors, internal and external to the proponent, that can have an impact on the realization of the project. The contractor will provide an evaluation of the likelihood on the materialization of these factors.

Part B)

The contractor will assess the financial risk associated with the project including the financial sustainability of the company. Specifically the contractor will:

- review the financial analysis and model for the project, and assess its underlying assumptions;
- evaluate if there is a market for the products resulting from the project, assess the size of that market, and evaluate the potential market share(s) of the proponent, and
- assess whether the proponent is likely to have the financial ability to repay the federal contribution.

Part C)

The contractor will assess the market and technical risk associated with the project. Specifically the contractor will:

- assess whether the proponent possesses the technical and managerial capabilities required to carry out the project as proposed;
- describe the level of technical and managerial risk associated with the project;
- assess the market conditions and the competitive landscape for the main market segments that the proponent is targeting;
- assess the technology strategy of the proponent, as well as the technological feasibility of its research and development related to the proposed project; and,
- identify potential challenges and how the applicant will address these challenges.

Part D)

The contractor will assess the technological, economic and environmental benefits to Canada associated with the project, from both a product and process perspective. Specifically the contractor will:

- review the project proposal to identify the economic, innovation, technological, and environmental benefits associated with the project which relate to AIF program requirements as listed below; and determine whether the proponent's claims towards the benefits to Canada flowing from the project are reasonable and accurate. This analysis should focus on the following elements:
 - **Economic benefits**
 - the nature of the opportunities provided to Canadians to contribute to a highly-skilled and knowledge-based workforce;
 - the impact on productivity and competitiveness of Canadian firms for the benefit of all Canadians;
 - the impact on the Canadian supplier chain in the short, medium and long term;
 - the impact on increasing the supply of highly qualified and globally connected workforce supporting businesses;
 - the collaborative partnerships with post-secondary institutions or public research institutes;
 - the potential for managing technology spill-over and diffusion to deepen automotive supply chain capabilities; and
 - the contribution to achieving the goals of Canada's S&T Strategy, in particular increasing the level and commitment of the private sector to undertake R&D in Canada, strengthening Canada's knowledge base, and attracting international talent to Canada.
 - **Innovation and technological benefits**



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- the nature and degree of strategic technology, innovation and/or excellence that is new to Canada;
 - the feasibility of strategic activities leading to technological innovations in product, process or service applications;
 - the advancement of industrial know-how by adopting international best practices to Canada; and
 - the extent and manner in which existing Canadian strengths and capabilities in automotive technology development can be strengthened.
- **Environmental benefits**
 - the sustainable reductions to air pollutants and greenhouse gas emissions, arising from either the use or manufacture of vehicles and their constituent parts and systems;
 - the contribution to new environmental technologies and objectives;
 - the impact on end-of-vehicle life recycling rates and costs; and,
 - the estimated impact on levels of private sector investment in S&T related to the environment and human safety.
 - **Additional Benefits**
 - the degree to which the project includes development, deployment, or production of key industry technologies which are shaping the direction of the automotive industry;
 - the degree to which the project includes development and/or adoption of clean vehicle technologies and other innovative products that promote Canada's climate change and environmental agenda;
 - the degree to which the investments secure globally significant mandates that will serve to anchor facilities over ten or more years and that will help attract and retain further investment; and
 - the degree to which the project will lead to the establishment of new or expanded manufacturing or R&D facilities that will significantly contribute to innovation, job creation and global value chain opportunities.

Task B

Reporting

The Contractor shall provide a written report (with major assumptions clearly identified) which will include an executive summary; a background section outlining the major conclusions of the due diligence, including a summary of the key conclusions; a section on findings by sub tasks identified under Task A related to the due diligence, including a summary of the key findings; and a section on the recommendations associated with this due diligence, including a summary of the key recommendations. This final section should also include the conclusions flowing from the due diligence, with commentary on Linamar's overall project and its benefits to Canada.

A draft report is due on the 14th day following the award of the contract. A final report is due 20th day.



ANNEX B - TERMS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST/PST extra, where applicable.

A- Contract Period – (From date of contract award to (TO BE ENTERED AT CONTRACT AWARD))

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

	STREAM # 8 Recipient/Contribution Agreement Audit		QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	LoE (where applicable)	Total (in Cdn \$)
1	Period 1 – Date of contract award to (TO BE ENTERED AT CONTRACT AWARD)				
	Category	Resource Name	A	B	C= A X B
1a	Partner/Managing Director			Days	
1b	Project Manager/Leader			Days	
1c	Senior Auditor			Days	
1d	Auditor			Days	
1e	Junior Auditor			Days	
1f	Audit Support Specialist			Days	
2	Evaluated Price (Applicable Taxes excluded):				\$ _____
3	Applicable taxes (GST, HST or PST) Insert amount as applicable				\$ _____

DEFINITION OF A DAY

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

OVERTIME WORK

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

TRAVEL AND LIVING EXPENSES

There is no travel and/or living expenses required for this contract.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

See attached SRCL # 9 in PDF format.