



Request for Proposal: ISED201362

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

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**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**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.

**Proposition à: Innovation, Sciences et
Développement économique Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée au(x) prix indiqué(s).

Title – Sujet	
Expert Advice and Information on International Synchrotron Light Sources	
Solicitation No. - N° de l'invitation	Date
ISED201362	November 26, 2021
Solicitation Closes - L'invitation prend fin	Time Zone Fuseau horaire
at - à 02:00 PM on – le January 5, 2022	Eastern Standard Time (EST)
F.O.B. - F.A.B.	
Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Inquiries to : Adresser toutes questions à:	
Davis Opie Davis.Opie@canada.ca	
Telephone No. - N° de téléphone	
613-324-9165	
Destination – of Goods, Services, and Construction: Destination - des biens, services et construction:	
See Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Comments – Commentaires

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235 rue Queen Street
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Vendor/firm Name and full address Raison sociale et adresse du fournisseur/de l'entrepreneur	
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Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Request for Proposal (RFP)

For the provision of

**Expert Advice and Information on International
Synchrotron Light Sources**

for

**Innovation, Science and Economic Development
Canada.**

ISED201362



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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Appendices include the Statement of Work, the Terms of Payment and any other appendices.

The Attachments include the Pricing Schedule, the Evaluation Criteria, The Certifications Required with the Bid and any other attachments.

2. Summary

Innovation, Science and Economic Development Canada (ISED) is soliciting bids for the services of expert advice and information on international synchrotron light sources, as defined in Appendix A, Statement of Work. It is intended to result in the award of a maximum of one (1) contract. The Contract shall be in effect for an initial period that will last from contract award until March 31, 2022.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-United States-Mexico Agreement (CUSMA), and the Canada-Panama Free Trade Agreement.

3. 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.



PART 2 - BIDDER INSTRUCTIONS

1. Glossary of Terms

TERM	DEFINITION / MEANING
RFP	Request for Proposal
ISED	Innovation, Science and Economic Development Canada or the Department
Mandatory requirements	Whenever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement. Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.
Should	The word “should” means an action that is preferred but not mandatory.
Minister	The Minister of Innovation, Science and Economic Development.
Canada	“means Her Majesty the Queen in right of Canada as represented by the Minister of ISED and any other person duly authorized to act on behalf of that Minister”.

2. General Conditions

The general conditions as set out in Innovation, Science and Economic Development Canada’s General Conditions of a Service Contract will form part of and shall be incorporated into the resulting contract. This document is available at the following website: <http://www.ic.gc.ca/generalconditions-services>.

3. Submission of Bids

3.1 Bids must be submitted only to Innovation, Science and Economic Development Canada by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for RFP# **ISED201362**. Total email file size cannot exceed 20MB.

Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated.

Ensure name, address, Closing Date, and Solicitation Number are clearly identified.

Failure to comply with 3.1 will be grounds for disqualification and proposal will not be evaluated.

3.2 Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all parties of the joint venture or a statement shall be provided to the effect that the signatory has the authority to bind all parties of the joint venture. Bidders who submit a bid agree to be bound by all parts of this solicitation, as well as all parts of the resulting Contract.



3.3 It is the Bidder's responsibility to:

- a. obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
- c. submit by closing date and time a signed complete bid;
- d. send its bid only to the ISED Bid Receiving Area specified on Page 1 of the bid solicitation or to the address specified in the bid solicitation;
- e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope(s) or the parcel(s) containing the bid;
- f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
- g. include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

3.4 Bids will remain open for acceptance for a period of not less than one-hundred and twenty (120) calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) business days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

3.5 Bid documents and supporting information must only be submitted in either English or French.

3.6 Pricing information must not be included in any section of the proposal other than the Financial Proposal section of the bid.

3.7 Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to legal obligations including the provisions of the *Access to Information Act*, R.S. 1985, c.A-1 and the *Privacy Act*, R.S. 1985, c. P-21, international obligations and judicial order.

3.8 Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

3.9 Proposals received after the closing time and date shown will not be considered and will be returned unopened to the sender.

3.10 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.

4. Notice to bidders

The following terms and conditions may apply to this solicitation:

4.1 Bidders may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.



- 4.2 a) For Canadian-based bidders, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable included, and Goods and Services Tax (GST) or Harmonized Sales Taxes (HST) as applicable excluded.
- b) For Foreign-based bidders, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY ISED WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED BIDDERS.
- 4.3 The contract term "Employment Equity" and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based bidders only.

5. Communications – Solicitation Period

- 5.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, from the issue date of the solicitation up to the closing date (the "bid solicitation period"), must be directed ONLY to the Contracting Authority identified in the bid solicitation. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this request may, for that reason alone, result in the bid being declared non-responsive.
- 5.2 Bidders must reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care must 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 proprietary in 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders.
- 5.3 All enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. All enquiries must be submitted in writing no later than seven (7) working days before the bid closing date. Enquiries received after that time may not be answered.

The Contracting Authority is:

Name: Davis Opie
Title: Contracts and Procurement Agent
Email address: Davis.Opie@ised-isde.gc.ca
Telephone Number: 613-324-9165

- 5.4 To ensure consistency and quality of information provided to bidders, the Contracting Authority will simultaneously distribute any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 5.5 Meetings will not be held with individual bidders prior to the closing date and time of this RFP.
- 5.6 Amendments to the Bidder's proposal will not be accepted after the RFP closing date and time.



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 Canadian territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or Canadian 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 Bidder.

7. Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- g. negotiate with the sole responsive Bidder to ensure best value to Canada;
- 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.

8. Price Support

In the event that the Bidder's proposal is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

9. Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

10. Conduct of Evaluation

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:



- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c. request, before award of any contract, specific information with respect to Bidder's legal status;
- d. conduct a survey of Bidder's facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;
- f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of bidders, any Bidder and/or any or all of the resources proposed by bidders to fulfil the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

11. Conflict of Interest – Unfair Advantage

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;
- 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 the Bidder an unfair advantage.

The experience acquired by a Bidder who is providing or has previously provided the goods and/or services described in the bid solicitation (or similar goods and/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.

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 or unfair advantage exists.

12. Entire Requirement

The bid solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

13. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.



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- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

14. Integrity provisions - bid

1. The [Ineligibility and Suspension Policy](#) (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).



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6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications
Section IV:	Additional Information

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

All references to descriptive material, technical manuals and brochures must be included in the bid.

Section I: Technical Bid

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

The technical bid should 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 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.

Section II: Financial Bid

The financial bid must be submitted as a separate package to the technical bid.

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their price(s) and/or rate(s), FOB destination; Canadian customs duties and excise taxes included, as applicable.

When the Bidder is required to bid a firm price for the work or any portion of the work, bidders must provide in their financial bid a price breakdown for the firm price quoted.

Any applicable taxes are to be shown separately.

When preparing their financial bid, bidders must review the Terms of Payment in Appendix B.

Electronic Payment of Invoices – Bid

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):



- () VISA Acquisition Card
- () MasterCard Acquisition Card
- () Direct Deposit (Domestic and International)
- () Electronic Data Interchange (EDI)
- () Wire Transfer (International Only)
- () Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

- () The Bidder does not accept to be paid by Electronic Payment Instruments.

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

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

1. their legal name;
2. their Procurement Business Number (PBN) (for additional information on how to register to obtain a PBN, refer to the following website: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>);
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.

2. Accessibility Standards

In accordance with the [Treasury Board Contracting Policy](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- (i) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive rates (in CaD) for each item identified.

The Bidder can bid on more than one province or region specified in the Statement of Work, in Attachment 2 to Appendix A, but should submit one separate bid for each specified province. Canada requests that the Bidder clearly identifies in the first pages of its bid which province or region it is bidding on.

The Contractor shall be bound by the fixed cost prices quoted in its financial bid for the work. No increase in its rates or prices will be accepted during the period of the Contract.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Pricing Requirement 1: Included in Price: Expert Advice and Information on International Synchrotron Light Sources

	Period	All-inclusive fixed Per-Diem Rate (if applicable)	Volumetric Data (estimated)	Total (CAD)
		A	B	C = A x B
1	Period 1 – Date of Contract Award to March 31, 2022			
1a	Initial Contract Period – Contract Award to March 31, 2022			
Total Period 1:				
2	Evaluated Price (Applicable Taxes excluded):			\$ _____
3	Applicable Taxes	Insert the amount, as applicable:		GST: HST: PST:



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

The evaluation team reserves the right but is not obliged to seek clarification or verify any or all information provided by the Bidder with respect to this RFP.

1.1 Technical Evaluation

Mandatory and Point-Rated Technical Evaluation Criteria are included in Attachment 1 to Part 4.

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

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - a. obtain the required minimum of 80% overall for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 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.
- 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%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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 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	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA – EXPERT ADVICE AND INFORMATION ON INTERNATIONAL SYNCHROTRON LIGHT SOURCES

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.

No points are awarded for the mandatory requirements, but each one must be met in order for the Bidder’s proposal to proceed to receive consideration and points for the point-rated technical criteria.

ISED may choose to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

Mandatory Technical Criteria - Schedule 1 (MT)		
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its subcontractors, affiliates and suppliers will be considered.		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	The Bidder must propose a project work plan that clearly demonstrates that it can meet the requirement, as outlined in Appendix A - Statement of Work.	
MT2	The Bidder must submit detailed CVs for each of their proposed resources demonstrating that they meet the requirements identified in Rated Technical Requirement 3 (RT3).	
MT3	The Bidder must not be affiliated with the Canadian Light Source nor should it have professional or personal relationship with the CLS or its team that may be perceived as a potential conflict of interest in carrying out the work as described in the Statement of Work.	



1. Point Rated Technical Criteria

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

In order to qualify for the rating process, bids should respond to the following point rated technical requirements in the order shown and should include the referenced Section/Page from the Statement of Work (Appendix A) in the Bidder’s proposal.

In addition, the Bidder’s proposal must achieve an overall minimum technical rating of 70%.

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

Number	Point Rated Technical Criteria (RT)	Max Points	Min Points	Cross Reference to Proposal
RT1	<p>The Bidder should demonstrate in their proposal their understanding of the requirements/objectives as identified in the Statement of Work.</p> <p>Points will be allocated as follows:</p> <p>Bidder’s understanding of the following:</p> <ul style="list-style-type: none"> • Requirements outlined in the Statement of Work (15 points). 	15		
RT2	<p>The Bidder should provide a Project Work Plan they would use in successfully carrying out the work as described in the Statement of Work.</p> <p>The Bidder’s project work plan should:</p> <ul style="list-style-type: none"> • Clearly define the role and responsibility assigned to each proposed resource (provide details specific to each team member); • Include the chronological steps to complete the engagement and provide timelines in days; • Makes use of all resources identified; and • Appropriate and relevant to the requirements outlined in the statement of work. <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Outline a clear project schedule (5 points) ; • Properly defines the scope of the project (10 points); • Clearly outline standard and typical assumptions made in the project (5 points) ; • Demonstrate that it can meet the requirement and is relevant to the statement of work (5 points); • Identify the roles and responsibilities of the proposed team (5 points). 	30		



<p>RT3</p>	<p>The Bidder's proposed resources should have experience and knowledge with respect to synchrotrons and other light sources (nationally and internationally), including providing expert advice, performing information gathering and analysis, conducting international scans and qualitative research as it relates to the Statement of Work. (25 points).</p> <p>The Bidder's proposed resources should also have experience sitting on advisory committees of the world's leading synchrotrons (10 points).</p> <p>At least one of the Bidder's proposed resources should have experience with strategic planning exercises for synchrotron light source(s) in a country of similar size and similar scientific context to Canada (e.g. Australia, Sweden, Switzerland) (10 points).</p> <p>The CV(s) should confirm all resources' demonstrated years of experience.</p> <p>Points will be allocated as follows:</p> <p>Team's collective experience in preparing reports to inform policy direction in the area of synchrotrons and light sources:</p> <p>Less than 10 years of experience – 0 points</p> <p>10+ years of experience – 10 Points</p>	<p>55</p>		
<p>TOTAL POINTS AVAILABLE:</p>		<p>100</p>	<p>70</p>	



ATTACHMENT 2 TO PART 4 – MANDATORY FINANCIAL CRITERIA

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.

Mandatory Financial Criteria (MF) Requirement 1 - Business Accelerator and Incubator Ecosystem Partner		
Number	Mandatory Financial Criterion	Bid Preparation Instructions
MF1	The maximum funding available for the Contract resulting from the bid solicitation is \$120,000.00 (Applicable Taxes extra) for the initial contract period. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability



2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16), Education and Experience

By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



ATTACHMENT 1 TO PART 5 – CERTIFICATIONS REQUIRED WITH THE BID

1. 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. 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 FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- 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



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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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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.

2. Federal Contractors Program for Employment Equity

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date : _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
 - () A2. The Bidder certifies being a public sector employer.
 - () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
 - () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR



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- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. General Conditions

Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html) apply to and form part the contract. The document is available at http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html.

3. Security Requirements

There is no security requirement applicable to the Contract.

4. Term of Contract - Period of the Contract

The Contractor shall, between the date of Contract award and *(to be completed at contract award)*, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Davis Opie
Title: Contracts and Procurement Agent
Department: Innovation, Science and Economic Development Canada
Corporate Finance Systems and Procurement Branch
Telephone: 613-324-9165
Email: davis.opie@ised-isde.gc.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 completed 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 completed at contract award)*

Name:

Title:

Telephone:

Email:

6. 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.

7. Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the terms of payment, in Appendix B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

8. Certifications and Additional Information - Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *(to be completed at contract award)*.

11. 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;



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- b) the general conditions, Innovation, Science and Economic Development Canada's General Conditions of a Service Contract;
- c) Appendix A, Statement of Work;
- d) Appendix B, Terms of Payment;
- e) the Contractor's proposal dated (*insert date of bid at contract award*).

12. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

12. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

13. Insurance

SACC Manual clause G1005C (2016-01-28), Insurance



APPENDIX A - STATEMENT OF WORK

1.0 Project Title:

Expert advice and information on international synchrotron light sources.

2.0 Background:

Synchrotron light sources are accelerators that produce exceptionally intense beams of X-rays, ultra-violet and infrared light, making possible both basic and applied research. Among other things, they enable scientists to reveal the structure, chemical composition, electronic properties, and other features of specimens critical to materials science, chemistry, archaeology, molecular electronics, and a host of other disciplines.

As part of its ongoing research and horizontal scanning of developments in major research facilities, in Canada and around the world, Innovation, Science and Economic Development Canada (ISED) is seeking to better understand the evolving global context in synchrotron light source facilities and research. ISED requires contractual help to develop a landscape scan of the international context.

3.0 Project Requirement / Objective:

ISED is interested in obtaining expert advice and information on the global context for synchrotron light sources, including facilities and research.

4.0 Scope of Work / Tasks:

The Contractor(s) must gather and analyze information, perform international scans and qualitative research, provide expert advice to address the following:

1. Describe the current capabilities of the Canadian Light Source (CLS) and the research it supports.
2. Describe the profile of Canada's synchrotron light user community, by answering the following questions:
 - How many Canadian researchers are users of synchrotron facilities/light sources?
 - How many of these Canadian researchers use the CLS vs. other international facilities? If they use international facilities, which one(s), for what capabilities, and how easy is it for them to have access?
 - How many of these users are "independent users" (i.e. requiring little to no support for standard operation of beamline equipment) vs. "heavily-supported users" (i.e. require significant support to operate equipment and perform research projects).
 - How many are frequent vs. occasional users?
3. Identify and discuss current and expected trends in the synchrotron light space, including answers to the following questions:
 - How are other comparable countries addressing their needs for light source/synchrotron light (i.e., providing light sources domestically and/or accessing international facilities)?
 - Describe the current plans of comparable countries to build domestic facilities, and the extent to which resources are being pooled with partners to build common, larger facilities?
 - What capabilities and technologies, or other salient features, do new (fourth generation) facilities offer? How do these differ from the current earlier-generation facilities, and how do improvements benefit research? Which research areas benefit most?
 - Identify estimated costs and timelines for the completion of different facilities.
 - Are new facilities specializing in certain areas/topics/disciplines?
 - Globally, are newer facilities/beamlines oversubscribed? Looking forward, how available can we anticipate facilities would be for Canadian users?



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4. Identify and discuss the process other countries, in particular, those of comparable size to Canada, have followed to determine how best to meet their needs for synchrotron light, including information on the following:
 - How they engaged with the user community and other relevant stakeholders (and who these other stakeholders are)?
 - Points where key decisions were made (e.g. on the scientific case, the technical specifications, on investment).
 - Best international practices.

5.0 Deliverables / Timelines:

The Contractor(s) will be required to provide the following tasks and deliverables as per the following:

- 5.1 Attend the kick-off meeting with ISED in the week of January 17, 2022 (or as soon as possible after signing of the contract)
- 5.2 Provide an outline/table of contents for a report to ISED by January 28, 2022
- 5.3 Provide a first draft of the detailed discussion paper to ISED by March 3, 2022
- 5.4 Final detailed discussion paper due to ISED March 31, 2022

6.0 Constraints:

Not applicable.

7.0 Client Support:

Not applicable.

8.0 Work Location:

The majority of the work will be conducted on the Contractor's premises. The Contractor(s) are required to organize and/or attend online meetings as needed to fulfill the requirements of the contract.

9.0 Official Languages:

The Contractor(s) must be able to communicate efficiently in English and provide all deliverables as stated in section 5.0 of the Statement of Work in English.

10.0 Travel:

No travel by the Contractor(s) is required.

11.0 Security:

There are no security requirements applicable to this contract.

12.0 Intellectual Property:

Any intellectual property resulting from the work should remain with the Contractor.

13.0 Management of the Project:

Innovation, Science and Economic Development's Science and Research Sector will be managing this project.

14.0 Former Public Servant Certification:

To be completed before contract award and included with submission.



APPENDIX B - TERMS OF PAYMENT

1.0 BASIS OF PAYMENT

Her Majesty the Queen in right of Canada agrees to pay the Contractor a sum not to exceed \$ *(will be completed at contract award)*, plus applicable taxes, for the work performed in accordance to the Statement of Work.

1.1 Pre-Authorized Travel and Living Expenses:

Canada will not pay any travel or living expenses associated with performing the Work.

1.2 Initial Contract Period: *(will be completed 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. The Contractor will be paid all-inclusive unit prices as follows:

Total Estimated Cost - Contract Period (excluding applicable taxes): \$ *(will be completed at contract award)*

2.0 LIMITATION OF EXPENDITURES

No increase in the total liability of Her Majesty or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Her Majesty to be exceeded without the prior written approval of the Contracting Authority.

3.0 METHOD OF PAYMENT – MONTHLY PAYMENT

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

3.1 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)



4.0 INVOICING INSTRUCTIONS

The invoices shall be sent to address indicated above. Each invoice should include the contract number, the Contractor's name, address, tax registration number(s) (if applicable), and a description of the work performed, including the number of days worked when the per diem rates are applicable, during the period covered by the invoice. The applicable tax(es) shall be submitted as a separate amount(s) on the invoice.

All of the above will be to the satisfaction of the Project Authority.