



REQUEST FOR PRE-QUALIFICATION (RFPQ)

FOR

SERVICES OF A CONTRACTOR TO MANAGE CANADIAN NUCLEAR LABORATORIES UNDER A GOVERNMENT-OWNED, CONTRACTOR-OPERATED MODEL



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LAND ACKNOWLEDGEMENT

AECL acknowledges with gratitude that we operate on territories that have since time immemorial, been the traditional lands of Indigenous peoples in Canada.

We deeply appreciate their historic connection to these lands, while recognizing Elders and Knowledge Keepers, past, present and future. We recognize that we still have much to learn and that reconciliation is an ongoing process for us all.



SECTION 1 – GENERAL INFORMATION

1.1 Background and Objective of this RFPQ

- 1.1.1. Atomic Energy of Canada (“**AECL**”) is a federal Crown corporation with a mandate to enable nuclear science and technology and manage the Government of Canada’s radioactive waste responsibilities. Since 2015, AECL has been using a Government-owned, Contractor-operated (“**GoCo**”) model for the management and operation of AECL Sites and Assets, including its nuclear laboratories and decommissioning and remediation responsibilities. Work in this respect is focused on three (3) key areas: (i) performing science and technology (“**S&T**”) activities to meet core federal responsibilities; (ii) managing radioactive waste and decommissioning responsibilities; and, (iii) supporting Canada’s nuclear industry through access to S&T facilities and expertise on a commercial basis. The current contract is expected to expire in 72025.
- 1.1.2 AECL is initiating this procurement process to obtain the services of a Contractor to manage CNL, which is responsible for operating AECL Sites and Assets which includes AECL intellectual property rights. CNL is the employer of the majority of the employees working at AECL Sites and Assets. CNL holds and will continue to hold all necessary licences, permits and other regulatory approvals required to operate AECL Sites and Assets, which Sites and Assets CNL has the right to use.
- 1.1.3 Through this procurement process, AECL expects to identify a Contractor who will manage CNL under the GoCo model after the expiry of the current contract. For example, it is expected that the Contractor will:
- Drive innovation through the enhancement and development of new collaborations across academic and research networks and national and international industries;
 - Leverage capabilities to deliver on federal research priorities and grow third-party revenues;
 - Continue the revitalization of the Chalk River Laboratories to transform it into a more efficient, modern nuclear science and technology campus;
 - Optimize the delivery of the decommissioning program and waste management program to reduce AECL’s liabilities safely and cost effectively;
 - Build and maintain meaningful collaborative relationships with Indigenous communities based on healing and reconciliation;
 - Ensure that CNL sustains a robust health, safety, security and environment culture, that it is compliant and efficiently managed, and that capabilities, resources and infrastructure required to satisfy AECL’s mandate are maintained;
 - Drive organizational transformation and build the capabilities of CNL staff; and,



- Optimize delivery and cost of site operations.

The work to be performed by CNL under the CNL Agreement will be subject to AECL's existing contractual obligations and restrictions, including for greater certainty, its obligations and restrictions relating to the maintenance, use and exploitation of AECL's intellectual property rights, and in accordance with the applicable regulatory regime.

- 1.1.4 The anticipated scope of work under the CNL Agreement is set out in Annex A (General Scope Overview). Annex A is provided for information purposes only and AECL does not represent or guarantee any volume or value of work. For a diagram representation of the GoCo model and a high-level overview of the roles and responsibilities of AECL, CNL and the Contractor under the GoCo model, refer to Annex B (AECL's GoCo Contracting Model).

1.2 RFPQ Sections and Annexes – Overview

- 1.2.1 This RFPQ is divided into six (6) sections, plus annexes, as follows:

- **Section 1 – General Information** provides a general description of the procurement process.
- **Section 2 – Instructions to Respondents** provides the instructions, terms and conditions applicable to the RFPQ process.
- **Section 3 – Response Preparation Instructions** provides Respondents with instructions on how to prepare their Response.
- **Section 4 – Security, Financial and Other Requirements** includes the specific requirements that must be addressed by Respondents as they relate to financial capability, security clearances and national security.
- **Section 5 – Evaluation Procedure and Basis of Qualification** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the Response and the basis of qualification.
- **Section 6 – Certifications** includes the certifications to be provided in a Response.
- The annexes include:
 - Annex A (General Scope Overview)
 - Appendix 1 to Annex A (General Scope Overview)
 - Annex B (AECL's GoCo Contracting Model)
 - Annex C (Terms of Engagement)
 - Annex D (Mandatory Technical Criteria)



- Annex E (Respondent Security Clearance Requirements and National Security Requirements)
- Annex F (Procurement Code of Conduct)
- Annex G (Non-Disclosure Agreement)
- Annex H (Acknowledgment)
- Annex I (Response Preparation Checklist)

1.3 Terminology

1.3.1 As used in this RFPQ:

- (a) “AECL” means Atomic Energy of Canada Limited and any successor thereof and the contracting authority for this procurement.
- (b) “AECL Sites and Assets” refers to AECL sites and assets, as described in Annex A (General Scope Overview).
- (c) “Affiliate” has the meaning defined in the *Canada Business Corporations Act*, as amended from time to time.
- (d) “Bid” refers to a submission of information and documentation in response to the RFP.
- (e) “Bidder” refers to a Qualified Respondent who submits a Bid, but does not include any other parent, subsidiaries or Affiliates of any of the Persons comprising the Qualified Respondent.
- (f) “Canadian Nuclear Laboratories LTD.” or “CNL” refers to the site operating company that operates AECL Sites and Assets.
- (g) “CNL Agreement” refers, collectively, to the agreement that AECL is anticipated to enter into with CNL immediately following the execution of the Contract and AECL will cause the transfer of the shares of CNL to the Contractor at the end of the Contract Finalization Stage of this procurement process. The CNL Agreement will specify CNL’s responsibilities with respect to the operations of AECL Sites and Assets.
- (h) “Contract” refers to the agreement that AECL is anticipated to enter into with the Preferred Bidder and CNL at the end of the Contract Finalization Stage of this procurement process, subject to and in accordance with the terms and conditions of the RFP. Pursuant to the terms of the Contract, AECL will cause the transfer of shares of CNL to the Contractor and the Contractor will agree to cause CNL to enter into the CNL Agreement with AECL in the form of the CNL Agreement that is attached to the Contract.



- (i) “Contract Finalization Stage” refers to the third stage of this procurement process, as described in section 1.6.1.3.
- (i) “Contracting Authority” refers to AECL.
- (j) “Contractor” refers to the Preferred Bidder that will enter into the Contract with AECL and CNL at the end of the Contract Finalization Stage of this procurement process.
- (k) “Days” refers to calendar days, unless otherwise specified.
- (l) “Draft Contract” refers to the draft form of the Contract which will be attached as a schedule to the Draft RFP, and if any revisions thereto are issued from time to time, the reference is to the latest version thereof. The Draft Contract will include the draft form of the CNL Agreement as a schedule thereto.
- (m) “Draft RFP” refers to the draft form of the Request for Proposal that will be made available to Qualified Respondents during the RFPQ Stage of this procurement process, and if any revisions thereto are issued from time to time, the reference is to the latest version thereof. The Draft Contract will be attached to the Draft RFP.
- (n) “Final Form of Contract” refers to the final form of the Contract that will be attached as a schedule to the RFP. The Final Form of Contract will include the final form of the CNL Agreement as a schedule thereto.
- (o) “Finalization Stage Security”, if required pursuant to the terms of the RFP, refers to an irrevocable standby letter of credit in an amount and in the form specified in the RFP, which the Preferred Bidder will be required to deliver to AECL to secure the performance of the Preferred Bidder’s obligations during the Contract Finalization Stage of this procurement process.
- (p) “Guarantees” refers to the guarantees that the Guarantors will be required to provide, on a joint and several basis, in respect of the Contractor’s payment, indemnity and performance obligations under the Contract at the end of the Contract Finalization Stage of this procurement process.
- (q) “Guarantors” refers to those Persons who will be jointly and severally liable for the Contractor’s performance, payment and indemnity obligations under the Contract, as evidenced by the Guarantees that will be required to be delivered at the time that the Preferred Bidder’s Special Purpose Vehicle enters into the Contract and becomes the Contractor at the end of the Contract Finalization Stage of this procurement process.
- (r) “Joint Venture” refers, collectively, to the Joint Venture Participants that comprise the Respondent. If the Contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting Contract.



- (s) “Joint Venture Participant” refers to a Person that has entered into an arrangement with one or more other Persons, either contractually or by forming a new entity, to combine money, property, knowledge, expertise or other resources in a joint endeavour.
- (t) “Mandatory Requirement” refers to a minimum requirement that must be included in a Response to the RFPQ, as outlined in section 3.1.1. To successfully pass the RFPQ evaluation, a Response must demonstrate compliance with any and all Mandatory Requirements.
- (u) “Mandatory Technical Criteria” refers to the technical criteria set out in Annex D (Mandatory Technical Criteria) that must be included in a Response. The Mandatory Technical Criteria are part of the Mandatory Requirements in this RFPQ.
- (v) “MERX” refers to the tender platform used by AECL to manage information related to this RFPQ and Response submissions, and can be accessed via the following link: <https://www.merx.com/>.
- (w) “National Security Requirements” has the meaning specified in section 4.3.
- (x) “Person” refers to any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, governmental authority or other form of legal entity.
- (y) “Preferred Bidder” refers to the Bidder that is selected by the Contracting Authority at the end of the RFP Stage of this procurement process, to cause its Prime Team Members to incorporate a special purpose vehicle (Preferred Bidder’s SPV) that will jointly and severally enter into the Contract at the end of the Contract Finalization Stage of this procurement process. For clarity, if such Bidder is a special purpose vehicle that was incorporated under the laws of Canada or a province or territory thereof by the Prime Team Members in connection with the submission of a Bid, then that corporation will be deemed to be the Preferred Bidder’s SPV.
- (z) “Preferred Bidder Agreement” has the meaning specified in section 1.6.1.3.
- (aa) “Preferred Bidder’s Special Purpose Vehicle” or “Preferred Bidder’s SPV” refers to a corporation (which will become the Contractor) incorporated under the laws of Canada or a province or territory thereof by the Prime Team Members of the Preferred Bidder.
- (bb) “Prime Team Member” refers to the Respondent (if it is a single entity) or to each of the Persons or Joint Venture Participants comprising a Respondent that, if the Respondent is ultimately selected as the Preferred Bidder, will become a shareholder of the Preferred Bidder’s SPV during the Contract Finalization Stage of this procurement process. In its Bid, a Bidder may, in accordance with the terms of the RFP, designate any Prime Team Member as a person that will have a significant role in the delivery of the services or performance of the obligations of CNL under the CNL Agreement.



- (cc) “Qualified Respondent” refers to any Respondent whose Response is declared responsive pursuant to section 5.4.
- (dd) “Respondent” refers to the single entity, Respondent Team and/or Joint Venture that submits a Response during the RFPQ Stage of this procurement process.
- (ee) “Respondent Representative” refers to the individual who has been appointed and authorized by the Respondent to represent and bind the Respondent, including all Prime Team Members and Joint Venture Participants comprising the Respondent, pursuant to section 2.8.
- (ff) “Respondent Team” refers to, collectively, the Prime Team Members that comprise the Respondent.
- (gg) “Response” refers to a submission by a Respondent in response to the requirements of this RFPQ.
- (hh) “Response Intake Dates” refers to, collectively, the First Response Intake Date, the Second Response Intake Date and the Final Response Intake Date as specified in section 2.2, including any changes to or additions of Response Intake Date(s) that AECL may determine pursuant to 2.2.7, and includes the time specified on each such date and “Response Intake Date” means any one of such dates.
- (ii) “Request for Pre-Qualification” or “RFPQ” refers to this document and the process used to determine Qualified Respondents.
- (jj) “RFPQ Stage” refers to the first stage of this procurement process, as described in section 1.6.1.1.
- (kk) “Request for Proposal” or “RFP” refers to the request for proposal document and process that AECL anticipates issuing during the RFP Stage as specified in section 1.6.1.2 of this procurement process, which will include the Final Form of Contract as an attachment thereto. The final form of the CNL Agreement will be attached to the Final Form of Contract.
- (ll) “RFP Stage” refers to the second stage of this procurement process, as described in section 1.6.1.2.
- (mm) “Security Clearance Requirements” has the meaning specified in section 4.2.1.

1.4 Rules of Interpretation

1.4.1 The following rules of interpretation apply to this RFPQ:

- (a) Headings are used for convenience only, and they do not affect the meaning or interpretation of the sections.



- (b) Words in singular include the plural and vice versa.
- (c) Words imputing any gender include all genders, as the context requires.
- (d) A reference to a section, annex or addenda, unless otherwise indicated, is a reference to a section of, annex to, or addenda to this RFPQ.
- (e) Each annex attached to this RFPQ is an integral part of this RFPQ as if set out at length in the body of this RFPQ.
- (f) The use of “includes” and “including” means “includes without limitation” and “including without limitation” respectively and is not to be read as limiting.
- (g) The use of “shall”, “must”, “will”, “required” and “AECL requires” indicates a Mandatory Requirement that will be addressed in the evaluation.
- (h) The use of the phrase “is requested to” and “should” indicates that it is preferred, but not mandatory, that the Respondents comply with the instructions provided.
- (i) In the event of any discrepancy, inconsistency or conflicts between the wording of the English or French version of this RFPQ or any related documents, the wording of the English version shall prevail.
- (j) All references in this RFPQ to AECL’s “discretion” or “sole discretion” means in AECL’s sole and absolute discretion.

1.5 National Security Exception to Exclude Obligations Under International Trade Agreements

- 1.5.1 To protect national security interests, including ensuring compliance with nuclear policies and international nuclear non-proliferation treaties between Canada and other countries, AECL has invoked the National Security Exception for this procurement, which excluded this procurement from all of the obligations of the trade agreements to which Canada is a party and apply to AECL.

1.6 Procurement Process Overview

- 1.6.1 It is anticipated that the overall procurement process will be conducted in one continuous process consisting of three (3) separate and sequential stages:

1.6.1.1 Stage 1: RFPQ Stage

- (a) Respondents will submit a Response indicating their interest in becoming qualified in this procurement process and the Response will be evaluated to confirm whether the basis for qualification has been met, as outlined in section 5.4.1 (Basis of Qualification) (“**RFPQ Stage**”). During the RFPQ Stage, AECL will identify the Respondents that satisfy the requirements of the RFPQ and only those Respondents will be deemed Qualified Respondents and will be eligible to proceed to the next stage of the procurement process.



- (b) Respondents will have the opportunity to submit a Response to the RFPQ on or before any of the Response Intake Dates to attempt to become a Qualified Respondent. Please refer to Section 2 (Instructions to Respondents) and Section 3 (Response Preparation Instructions) for a detailed description of Response Intake Dates and Response requirements.
- (c) Respondents will be required to sign the non-disclosure agreement in Annex G (Non-Disclosure Agreement) and satisfy the Security Clearance Requirements described in section 4.2 (Security Clearance Requirements) before being provided with the opportunity to participate in the detailed consultations that will include access to a data room. For greater certainty, the Respondent must submit the Non-Disclosure Agreement and satisfy the Security Clearance Requirements to be eligible to become a Qualified Respondent, even if the Respondent does not intend to participate in the detailed consultations.
- (d) AECL will commence the National Security Requirements review described in section 4.3 (National Security Requirements) of this RFPQ for Qualified Respondents after the Final Response Intake Date. Only Bidders that meet the National Security Requirements will be eligible to be considered as the Preferred Bidder in the Contract Finalization Stage.
- (e) Industry Engagement on the Draft RFP and Draft Contract
 - (i) The RFPQ Stage will include detailed consultations between AECL and Qualified Respondents. Detailed consultations will consist of industry meetings and any other processes deemed necessary by AECL in its sole discretion, including group discussions, site visits, and one-on-one discussions between AECL and each Qualified Respondent. The detailed requirements and terms of the Draft RFP, including the Draft Contract, the draft statements of work for the Contractor and CNL, and draft Preferred Bidder Agreement will be made available to Qualified Respondents through the detailed consultations.
 - (ii) The detailed consultations are not intended to be a forum for negotiating any provisions of the Draft RFP, the Draft Contract or the draft statements of work, but rather one in which Qualified Respondents can provide feedback to AECL on its development of the final RFP, Contract and statements of work. AECL is not bound or obliged to incorporate any comments made during the detailed consultation in any way in the RFP, the Final Form of Contract, the final form of the CNL Agreement or any statements of work.
 - (iii) Feedback provided during any group discussions, one-on-one confidential discussions between AECL and a Qualified Respondent or through written comments may be analyzed for further consideration by AECL and may be incorporated, in whole or in part, into subsequent procurement documents that AECL issues as part of this procurement process (e.g., the RFP) and/or the Contract but AECL is not bound or obliged to do so.



(iv) Respondents who become Qualified Respondents after the Second Response Intake Date or the Final Response Intake Date will be allowed to provide feedback on topics previously covered in the detailed consultations but will not be granted additional time for detailed consultations.

(v) All documents and information provided to Qualified Respondents who have qualified after the First Response Intake Date will also be provided to Qualified Respondents who qualified after the Second Response Intake Date or the Final Response Intake Date.

(vi) *One-On-One Discussions*

In-person one-on-one discussions will be held in Ottawa. Topics, to be determined by AECL in its sole discretion, are likely to include but are not limited to feedback on the procurement process, the Draft RFP, Draft Contract and draft statements of work.

(vii) *Group Discussions*

It is anticipated that in-person group discussions will be held in Ottawa. Topics, to be determined by AECL in its sole discretion, are likely to include but are not limited to: contractual arrangements; duration of contract(s); payment mechanism; subcontracting; liability and indemnification; intellectual property; and human resource matters.

(viii) *Site Visits*

It is anticipated that site visits will be organized at the Chalk River Laboratories, the Whiteshell Laboratories and the Port Hope Area Initiative. Site visits to other AECL sites may also be organized at AECL's sole discretion.

(ix) *Information Sessions with the Canadian Nuclear Safety Commission*

The Canadian Nuclear Safety Commission (CNSC) is the sole authority for regulating the use of all nuclear energy and materials in Canada. Given that Respondents may have responsibilities under future CNSC licences and could be required to participate in the CNSC licensing process, the CNSC is offering to meet with the Respondents on an individual basis or as a group to help them understand the way in which nuclear energy is regulated in Canada. Additional information is provided in Annex C (Terms of Engagement). AECL will not verify or certify any information provided by CNSC to Respondents. AECL makes no representations or guarantees as to the accuracy of any information provided by CNSC. In the event of conflict, the information in this RFPQ will take precedence.

(f) Details on the terms of engagement for this RFPQ can be found in Annex C (Terms of Engagement) attached to this RFPQ.

1.6.1.2 Anticipated Stage 2: RFP Stage



- (a) When the RFPQ Stage ends, the next stage will commence when the final RFP is issued to Qualified Respondents ("**RFP Stage**"). In the RFP Stage, Bids will be solicited from Qualified Respondents. A Qualified Respondent that submits a Bid in the RFP Stage will be referred to as "Bidder" in this stage. Each Bid will be irrevocable and will remain open for acceptance for a period of time that will be specified in the RFP. Bids will be evaluated against mandatory and point rated technical criteria and financial criteria and other requirements. It is anticipated that the RFP Stage will end with the selection of a Preferred Bidder.

1.6.1.3 Anticipated Stage 3: Contract Finalization Stage

- (a) When the RFP Stage ends, the next stage will commence when the Preferred Bidder has been selected and confirmed in writing by AECL ("**Contract Finalization Stage**"). It will be a condition of the RFP that by submitting a Bid in accordance with the RFP, the Bidder is deemed to confirm its understanding and agreement that, if the Bidder is selected as the Preferred Bidder, then within a period of time that will be specified in the RFP: (i) the Preferred Bidder will deliver to AECL the Finalization Stage Security, and (ii) the Preferred Bidder will sign a Preferred Bidder Agreement substantially in the form that will be attached to the RFP ("**Preferred Bidder Agreement**").
- (b) The Finalization Stage Security will be comprised of an irrevocable standby letter of credit in an amount and in the form specified in the RFP, to secure the performance of the Preferred Bidder's obligations during the Contract Finalization Stage of this procurement process.
- (c) The Preferred Bidder Agreement will outline the terms and conditions that a Bidder must satisfy to execute the Final Form of Contract. Pursuant to the Preferred Bidder Agreement, the Preferred Bidder will agree, among other things:
 - (i) to cause its Prime Team Members to incorporate the Preferred Bidder's SPV in accordance with the shareholdings described in the Bid (if the Prime Team Members have not already done so in connection with the submission of the Bid) and to execute, jointly and severally, the Preferred Bidder Agreement;
 - (ii) to cause the Preferred Bidder's SPV to execute, jointly and severally, the Final Form of Contract, subject only to revision in respect of:
 - a) minor clerical and administrative changes, additions and modifications determined by AECL to be necessary to create a legally complete and binding agreement;
 - b) changes, additions and modifications to those provisions of the Final Form of Contract which require the insertion or addition of information relating to the Preferred Bidder's structure (e.g., identity of Persons comprising the Prime Team Members, such as key subcontractors identified in the



Response and the Bid, and the Guarantors) and the substance of its Bid;
and

- c) if applicable, changes, additions and modifications to those parts of the Final Form of Contract which are indicated as being subject to completion or finalization; and
 - (iii) to deliver the Guarantees and any other required deliverables (e.g., copies of organizational documents and legal opinions) at the time of execution of the Contract.
 - (d) Each of the changes, additions and modifications to the Final Form of Contract as described above must be consistent with the principles set out in the Final Form of Contract and otherwise acceptable to AECL. As part of the Preferred Bidder Agreement, the Preferred Bidder will be required to confirm and agree that, except to the extent contemplated above, no further changes, additions or modifications to the Final Form of Contract (including the CNL Agreement) will be requested or required by the Preferred Bidder prior to the execution thereof except as AECL may otherwise agree. For clarity, the Preferred Bidder will not have any right to require negotiation of any provision contained in the Final Form of Contract or the CNL Agreement prior to the execution thereof.
 - (e) Subject to the terms and conditions of the RFP, it is anticipated that AECL will be entitled to draw on the Finalization Stage Security and retain and apply the proceeds thereof as liquidated damages, in addition to any other remedies available to AECL, if the Preferred Bidder does not satisfy the foregoing obligations within the time periods that will be specified in the RFP and the Preferred Bidder Agreement.
 - (f) It is anticipated that following selection of the Preferred Bidder and satisfaction of the conditions contained in the Preferred Bidder Agreement, AECL and CNL will sign the Contract with the Preferred Bidder's SPV. The Preferred Bidder or Preferred Bidder SPV will be referred to as the "Contractor" when the Contract is executed.
- 1.6.2 The Respondent acknowledges and agrees that this RFPQ is not a legally binding process, and in no way whatsoever an offer by AECL to enter into the Contract with any Respondent. The submission of a Response by any Respondent does not in any way whatsoever bind AECL or create any legal obligations or relationship. The submission of a Response by any Respondent does not bind or obligate AECL to proceed with any Respondent, Qualified Respondent or Bidder at the RFP Stage. Participation in detailed consultations, industry meetings, on-one-one or group discussions, site visits or any other industry engagement shall not be interpreted as negotiations and will not create any legal obligations, oral or otherwise, between the Respondent or Qualified Respondent and AECL.

1.7 Procurement Schedule Overview

- 1.7.1 The anticipated timelines for the RFPQ Stage below may be subject to changes at any time, and at AECL's sole discretion. Key activities and target dates are provided for preliminary



planning purposes only, are subject to change and do not constitute or imply any commitment by AECL.

Stage 1: The RFPQ	Dates
RFPQ release	31 March 2023
First Response Intake Date*	01 May 2023 at 2:00 pm Eastern Daylight Savings Time
Release of Draft RFP components (including Draft Contract) to Qualified Respondents	June 2023
Access to information contained in the protected data room begins for Qualified Respondents	June 2023
Detailed consultations begin with Qualified Respondents	June 2023
Second Response Intake Date	19 Jun 2023 at 2:00 pm Eastern Daylight Savings Time
Final Response Intake Date	21 August 2023 at 2:00 pm Eastern Daylight Savings Time

* Section 2.2 describes the Response Intake Date process.

1.7.2 The Anticipated RFP and Contract Finalization Stages

Stages	Dates
Anticipated Stage 2: The RFP	
RFP release	Anticipated in February 2024
RFP closing date	Anticipated in August 2024
Selection and Approval of Preferred Bidder	Anticipated in May 2025
Anticipated Stage 3: Contract Finalization	
Contract Finalization and Signature	Anticipated August 2025

1.8 Respondent Security Clearance Requirements and National Security Requirements

1.8.1 Respondents are advised that there are two (2) types of security requirements associated with this procurement, which are described in detail in Section 4 (Security, Financial and Other Requirements):

- (i) Security Clearance Requirements (see section 4.2); and,
- (ii) National Security Requirements (see section 4.3).

1.8.2 Notwithstanding the requirement to submit the Response and associated Response information and documentation through MERX, information and documentation in support of



a Respondent Security Clearance Requirements and National Security Requirements must be sent separately to AECL to the following email address: corpsec@aecl.ca.

- 1.8.3 Respondents will need to receive appropriate Security Clearance Requirements to be deemed Qualified Respondents and to be able to participate in this procurement process. Respondents are encouraged to submit the required information to obtain their Security Clearance Requirements as soon as possible (including, if possible, prior to submitting their Response to this RFPQ) or, at the latest, with their Response as described in section 4.2 (Security Clearance Requirements).
- 1.8.4 Respondents will need to comply with the National Security Requirements to be eligible for consideration as the Preferred Bidder in the Contract Finalization Stage as described in section 4.3 (National Security Requirements). Respondents must provide the information required pursuant to the National Security Requirements as part of its Response.
- 1.8.5 For clarity, the satisfaction of the National Security Requirements by a Respondent is not a condition to such Respondent becoming a Qualified Respondent in the RFPQ Stage.



SECTION 2 – INSTRUCTIONS TO RESPONDENTS

2.1 Compliance with all the Requirements of the RFPQ

2.1.1 QUALIFIED RESPONDENTS ARE REQUIRED TO COMPLY WITH ALL OF THE REQUIREMENTS OF THIS RFPQ THROUGHOUT THE PROCUREMENT PROCESS. FAILURE TO COMPLY WITH ANY REQUIREMENT DURING THE PROCUREMENT PROCESS MAY RESULT IN A QUALIFIED RESPONDENT CEASING TO BE ELIGIBLE TO CONTINUE TO PARTICIPATE IN THE RFPQ STAGE OF THE PROCUREMENT PROCESS OR ANY OF THE SUBSEQUENT STAGES OF THE PROCUREMENT PROCESS.

2.1.2 Respondents must:

- (a) respond to the RFPQ in an honest, fair and comprehensive manner;
- (b) accurately reflect their capacity to satisfy the requirements stipulated in the RFP; and,
- (c) submit a Response only if they will fulfill all obligations of the RFPQ.

2.2 RFPQ Response Intake Dates

2.2.1 Respondents have multiple opportunities to submit a Response, and each opportunity is a “Response Intake Date”.

2.2.2 The anticipated Response Intake Dates are as follows:

- May 1, 2023 by 2:00 pm EDT (“**First Response Intake Date**”)
- June 19, 2023 by 2:00 pm EDT (“**Second Response Intake Date**”)
- August 21, 2023 by 2:00 pm EDT (“**Final Response Intake Date**”)

2.2.3 AECL will evaluate Responses after each of the Response Intake Dates and Respondents will be informed of the results in the manner described in Section 5 (Evaluation Procedures and Basis of Qualification).

2.2.4 Respondents are encouraged to respond on or before the First Response Intake Date. Respondents may however enter the RFPQ process by responding to the RFPQ on or before subsequent Response Intake Dates.

2.2.5 Respondents who fail to qualify as a Qualified Respondent for a Response that is submitted for a particular Response Intake Date are allowed to submit a new Response on or before the next applicable Response Intake Date.

2.2.6 Respondents will not be allowed to submit a new Response or any revisions to a Response after the Final Response Intake Date. Any Response submitted after the Final Response Intake



Date will not be considered. Please refer to sections 2.10 (Withdrawal of a Response) and 2.11 (Revisions to a Response) for more details on withdrawal of and revisions to Responses.

- 2.2.7 AECL reserves the right to add additional Response Intake Dates and alter the deadlines for Response Intake Dates in its sole discretion.

2.3 Communications in the RFPQ Process

- 2.3.1 To ensure the integrity of the RFPQ process, any and all communication and information related to this RFPQ will be conducted and/or provided via MERX except for the submission of Security Clearance Requirement information as set out in section 4.2 (Security Clearance Requirements).
- 2.3.2 AECL is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties or any information obtained by means other than those specified in this RFPQ.
- 2.3.3 AECL makes no representation or warranty as to the sufficiency, accuracy or completeness of the information contained in this RFPQ, and nothing contained therein is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters that will be addressed in the RFP. It is the Respondent's responsibility to ensure that it has conducted all necessary investigations, any other work or examinations as well as seeking any independent advice necessary to prepare its Response.

2.4 Questions and Clarifications

- 2.4.1 Respondents are requested to notify AECL of any conflicts or inconsistencies between documents comprising this RFPQ as soon as possible.
- 2.4.2 Respondents and Qualified Respondents may submit questions and clarifications to AECL through MERX. To ensure consistency and quality of information provided to Respondents and Qualified Respondents, replies to enquiries and questions will be made available via MERX without revealing the sources of the enquiries.
- 2.4.3 Notwithstanding section 2.4.2, questions relating to the Respondent's Security Clearance Requirements and National Security Requirements must be sent separately to AECL to the following email address: corpsec@aecl.ca. Any relevant information arising from these questions will be posted at AECL's sole discretion to MERX only if such information can be distributed without disclosing any information of a confidential, sensitive or security nature.
- 2.4.4 Enquiries should be submitted at least ten (10) days before each applicable Response Intake Date. AECL is not required to answer any enquiries received after that time.
- 2.4.5 Respondents should reference as accurately as possible the numbered section of the RFPQ to which the question relates. Care should be taken by Respondents to explain each question in sufficient detail to enable AECL to provide an accurate response. Technical enquiries that are



confidential or proprietary in nature must be clearly marked as “confidential” or “proprietary” prior to each question. Enquiries identified as proprietary will be treated as such except where AECL determines in its sole discretion that the question is not of a confidential or proprietary nature. AECL may edit the questions or may request that the Respondent do so, so that the confidential or proprietary nature of the question is eliminated, and the question can be responded to and made available to all Respondents. AECL reserves the right in its sole discretion to not answer questions that are not submitted in a form that can be distributed to all Respondents.

2.5 Addendum

- 2.5.1 AECL may in its sole discretion, amend this RFPQ at any time by issuing a written addendum, even after the Final Intake Date (“**Addendum**” or “**Addenda**”). Written Addenda are the only means of amending or clarifying this RFPQ, and no other form of communication whether written or oral, including written responses to questions as provided in section 2.4 (Questions and Clarifications), will be included in, or in any way amend, this RFPQ.
- 2.5.2 AECL will post all RFPQ Addenda using MERX. It is the sole responsibility of the Respondent to consult MERX for the most up-to date information. AECL will not be liable for any oversight on the Respondent’s part nor for notification services offered by a third party.
- 2.5.3 Each Respondent and Qualified Respondent is solely responsible for ensuring that it has received all Addenda issued by AECL. AECL does not make any representation, warranty or guarantee as to the accuracy of any information contained in this RFPQ or in any Addenda. AECL and its representatives shall not be liable to any Person as a result of the use of any information contained in this RFPQ and its documents or otherwise provided to Respondents or Qualified Respondents in connection with this RFPQ.
- 2.5.4 It is the Respondent’s responsibility to ensure that revisions made to this RFPQ through an Addendum issued by AECL are taken into account in their Response.

2.6 Legal Capacity – Respondent that is a Single Entity

- 2.6.1 A Respondent that is a single entity must have the legal capacity to contract. If such Respondent is not an individual, the Respondent must provide a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated, such as an official incorporation certificate, together with the registered or corporate name and place of business. If the information is not clearly provided in the Response, the Respondent must provide further and complete information as requested by AECL. The Respondent must identify the name of its Respondent Representative and Guarantor(s).

2.7 Legal Capacity – Prime Team Members and Joint Ventures

- 2.7.1 For the purposes of this RFPQ, the Prime Team Members or Joint Venture Participants, as the case may be, are not required to create a legal entity or special purpose vehicle in order to submit a Response as a Respondent Team or a Joint Venture.



2.7.2 If a Respondent is not a single entity, it must indicate that it is comprised of a Respondent Team or that it is a Joint Venture, as the case may be, and must provide the following information:

- (a) the name and address of each Prime Team Member, and/or Joint Venture Participant, as the case may be, and all direct and indirect ownership interests in each of the foregoing (provided that if a direct or indirect owner is itself publicly owned, it is only necessary to identify those individuals or entities that own or control at least twenty percent (20%) of the outstanding voting shares);
- (b) a description of the proposed overall Respondent structure, including a description of the roles for each of the Prime Team Members and/or Joint Venture Participants, the legal relationships within the Respondent (e.g., shareholdings, joint venture agreements, teaming agreements, proposed subcontractor relationships). Respondents should note that it is currently anticipated that while CNL will be permitted to subcontract obligations under the CNL Agreement to other Persons (including affiliates of CNL and the Contractor), subcontracts will be subject to certain restrictions, standards and conditions relating thereto that may be specified in the CNL Agreement to address actual or potential conflicts of interest, with the intention of ensuring that all subcontracts appropriately reflect AECL's economic interests. For example, it is anticipated that it will be a requirement that CNL develop and maintain formalized procurement policies, practices and procedures that will result in fair, open and competitive procurement processes. In addition, in connection with any proposed subcontract with an affiliate or that is a sole source, in either case involving payments above a specified monetary threshold, the terms of such subcontract will be subject to AECL's prior consent. All procurements may be subject to varying levels of oversight by AECL from time to time. This section will form part of the detailed consultations.
- (c) an organizational chart showing at the corporate level, the organization of the Respondent;
- (d) the procurement business number (PBN) of each Prime Team Member and Joint Venture Participant;
- (e) in respect of each Prime Team Member and/or Joint Venture Participant, all of the documents and information referred to in section 2.7.2 of this RFPQ that are required to be submitted by a Respondent that is a single entity;
- (f) the name of any Guarantor(s); and
- (g) the name of the Respondent Representative.

2.7.3 If any of the above information is not clearly provided in the Response, AECL reserves the right in its sole discretion to request additional information from the Respondent. The Respondent must provide the information within the timeframe requested by AECL.



2.8 Respondent Representative

- 2.8.1 Each Respondent is required to appoint a Respondent Representative who is authorized by the Respondent or, if the Respondent is comprised of a Respondent Team and/or Joint Venture, then each Prime Team Member and/or Joint Venture Participant, to provide documentation and information to AECL and to receive instructions and notices for and on behalf of the Respondent or any and all Prime Team Members and/or Joint Venture Participants, as applicable.
- 2.8.2 Each Respondent is solely responsible for ensuring that all contact information for the Respondent Representative is accurate and up-to-date at all times during the RFPQ Stage. Respondents may update or revise their Respondent Representative's information by notifying AECL, in writing. Such written notification must be signed by the Respondent (if it is a single entity) or, if the Respondent is comprised of a Respondent Team and/or Joint Venture, then each Prime Team Member and/or Joint Venture Participant. AECL may, at any time, require the Respondent (or each Prime Team Member and/or Joint Venture Participant) to confirm that the Respondent Representative has been appointed with full authority to act as the Respondent's representative for the purposes of the RFPQ.

2.9 Submission of RFPQ Responses

- 2.9.1 A Response may be submitted by:
- (a) a single entity as the Respondent;
 - (b) a Respondent Team as the Respondent; and/or
 - (c) a Joint Venture as the Respondent.
- 2.9.2 If a Respondent Team or a Joint Venture is determined by AECL to be a Qualified Respondent in accordance with this RFPQ, such determination applies only to the Respondent Team, as a team (not to individual Prime Team Members), or the Joint Venture, as a joint venture (not to individual Joint Venture Participants).
- 2.9.3 AECL requires that each Response, at the Response Intake Date or upon request by AECL, be signed by the Respondent Representative, Respondent and all Prime Team Members and/or Joint Venture Participants, as applicable. This must be done by completing Annex H (Acknowledgement) of this RFPQ and submitting it with the Response. No changes to Annex H including alternate language or deletions will be allowed.
- 2.9.4 It is the Respondent's responsibility to:
- (a) obtain clarification of the requirements contained in this RFPQ, if necessary, before submitting a Response;
 - (b) prepare its Response in accordance with the instructions contained in this RFPQ;



- (c) submit a complete Response before the prescribed time on a Response Intake Date;
- (d) submit its Response only to AECL in accordance with the instructions in this RFPQ. Responses received through any other transmission source will not be accepted. For greater certainty, Responses delivered in person, by courier or by registered mail and/or transmitted by facsimile or electronic mail will not be accepted;
- (e) ensure that the Respondent's name, the solicitation number and Response Intake Date are clearly visible on the submission containing the Response; and
- (f) provide a comprehensible and sufficiently detailed Response, including all requested details that will permit a complete evaluation in accordance with the criteria set out in this RFPQ.

2.9.5 Response documents and supporting information may be submitted in either English or French.

2.9.6 Responses received on or before a Response Intake Date will become the property of AECL and will not be returned. All Responses will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A1) and the *Privacy Act* (R.S., 1985, c. P-21) and AECL's obligations under these Acts.

2.9.7 Unless specified otherwise in this RFPQ, AECL will evaluate only the documentation provided with a Respondent's Response. AECL will not evaluate or review information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the Response.

2.9.8 A Response cannot be assigned or transferred in whole or in part to any other Person. For greater certainty, the "qualification" status of a Qualified Respondent cannot be assigned or transferred, in whole or in part, to any other Person.

2.9.9 AECL reserves the right in its sole discretion to require all or any elements evaluated during the RFPQ Stage evaluation to be evaluated again during the RFP Stage Bid evaluation. AECL also reserves the right in its sole discretion to require a new financial capability assessment and any applicable certifications to be added or to be re-submitted during the RFP Stage.

2.10 Withdrawal of a Response

2.10.1 A Respondent may withdraw its Response at any time on or before the applicable Response Intake Date. A Respondent may not withdraw its Response after the Final Response Intake Date.

2.10.2 The notice of withdrawal of a Response must be received via MERX on or before the applicable Response Intake Date.



- 2.10.3 If a Respondent wishes to withdraw its Response because it wishes to submit a new Response as a new Respondent or Prime Team Member of a new Respondent Team or Joint Venture or exit the RFPQ process entirely, it must do so through written acknowledgement signed by all of the signatories to the Response previously submitted indicating their agreement to such. For clarity, this does not preclude a Prime Team Member of a Respondent Team or Joint Venture from submitting a Response as a new Respondent or Prime Team Member of a new Respondent Team or Joint Venture.

2.11 Revisions to a Response

- 2.11.1 A Respondent may revise its Response at any time up to the Final Response Intake Date. Revisions to a Response already submitted, including but not limited to changes related to the identity of Persons comprising the Respondent in the case of a Respondent Team or a Joint Venture, is permitted subject to the requirements in this RFPQ. If a Respondent wishes to make a change to its Response, it must withdraw its previous Response.
- 2.11.2 If a Response has been submitted prior to a Response Intake Date, a Respondent may revise a Response at any time up until the applicable Response Intake Date for which the Response was submitted.
- 2.11.3 A Respondent who wishes to make any change to its Response after the Response Intake Date for which its Response was submitted, must withdraw its Response already submitted and submit a new Response prior to any subsequent Response Intake Date.
- 2.11.4 For clarity, Respondents will not be allowed to submit a new Response or revise a Response after the Final Response Intake Date. If a Response that has been submitted has not been withdrawn or revised in accordance with the requirements of this RFPQ by the Final Response Intake Date, AECL will evaluate the Response submitted.
- 2.11.5 A revision to a Response must be submitted via MERX. The cover page of the document must identify that it is a revision to a Response already submitted, the date the original Response was submitted, confirm that the revised Response supersedes the original Response, and must clearly identify the change(s) and the specific item(s) that are being revised from the Response already submitted.
- 2.11.6 Any new Response must be accompanied by a written acknowledgement signed by all of the signatories to the previous Response indicating their agreement that the previous Response will be deemed withdrawn. The letter shall be on the letterhead of the Respondent or the Respondent Representative and bear an electronic signature that identifies the Respondent or the Respondent Representative. At such time, AECL will not consider the withdrawn Response further and will delete it from its records.
- 2.11.7 A revision to a Response must be received via MERX on or before the applicable Response Intake Date.



2.11.8 A Respondent that wishes to add an additional Guarantor(s) or replace any of its Guarantors after the Response Intake Date for which its Response was submitted should refer to section 2.13 (Addition to, or Replacement of, Guarantors) if such proposed addition or replacement is the only change to the Response that is contemplated by the Respondent at that time. In such circumstances, sections 2.11.1, 2.11.2 and 2.11.3 will not apply to any proposed addition to or replacement of a Guarantor by a Respondent.

2.11.9 Failure to comply with the requirements outlined in this section will result in the rejection of the revision to the Response. AECL will advise the Respondent of the rejection of its revisions and the Respondent may submit a new Response on the next Response Intake Date.

2.12 Permitted Changes to Composition of a Qualified Respondent During the RFPQ Stage

2.12.1 For purposes of this section, references to a Qualified Respondent are deemed to mean, and the provisions of section 2.12 apply to and in respect of any Joint Venture Participant and/or Prime Team Member comprising such Qualified Respondent.

2.12.2 A Qualified Respondent is not permitted to make any changes to the composition of the Persons or entities identified in its Response as comprising the Respondent, without complying with this section 2.12.

2.12.3 If, prior to the commencement of the RFP Stage, there is:

- (a) an actual or proposed change in the effective control of the Qualified Respondent;
- (b) an actual or proposed material change to the Qualified Respondent, such as a sale of all or substantially all of its assets; or
- (c) any other change in circumstances that may materially affect the Qualified Respondent in a way which could impair the Qualified Respondent's ability to continue to comply with all of the requirements of the RFPQ, the Respondent Representative for the Qualified Respondent shall promptly notify AECL in writing. That notification shall clearly identify the actual or proposed change in or affecting the Qualified Respondent, the reasons for the change, the effects of the change on any of the information included in the Qualified Respondent's Response that was delivered under this RFPQ, and the anticipated effects of such change on the ability of the Qualified Respondent to continue to comply with all of the requirements of the RFPQ.

2.12.4 AECL reserves the right, exercisable in its sole discretion, to accept a proposed or actual change as not affecting the Qualified Respondent's status and permit its continued involvement in the procurement process on such terms and conditions (if any) as it may require or to refuse to accept any proposed or actual change and disqualify the Qualified Respondent and the Qualified Respondent will no longer be able to participate in the procurement process.



- 2.12.5 AECL reserves the right in its sole discretion to accept or reject the change as outlined in this section. Without limiting the generality of the foregoing, AECL may take into account the requirements of this RFPQ (including the Mandatory Technical Criteria, the financial capability requirements and the Security Clearance Requirements), the extent to which the change has or may have, in the sole opinion of AECL, a material adverse impact on the Qualified Respondent or the ability of the Qualified Respondent to continue to comply with all of the requirements of the RFPQ.
- 2.12.6 The Qualified Respondent will deliver or cause to be delivered to AECL such further documentation and information as AECL, in its sole discretion, may request with respect to any change referred to in this section 2.12.
- 2.12.7 For further clarity, a change to the articles, by-laws or other constating documents of a Qualified Respondent that does not give rise to a change to the membership or effective control thereof or otherwise affect the Qualified Respondent in a way which could impair the Qualified Respondent's ability to continue to comply with all of the requirements of the RFPQ is not a change for purposes of this section 2.12.

2.13 Addition to, or Replacement of, Guarantors

- 2.13.1 After the Response Intake Date for which its Response was submitted, a Respondent may replace any Guarantor or add an additional Guarantor. A Qualified Respondent, may replace any Guarantor or add an additional Guarantor at any time prior to the RFP closing date and time.
- 2.13.2 In such circumstances, the Respondent Representative is required to notify AECL in writing of the name(s) of the proposed additional or replacement Guarantor(s) and the name(s) of any Guarantor(s) that are being replaced. The Respondent or Qualified Respondent, as applicable, is also required to comply with the other terms and conditions of this section.
- 2.13.3 The proposed additional or replacement Guarantor will be subject to all of the provisions of this RFPQ that are applicable to Guarantors, including section 4.3 (National Security Requirements), section 4.4 (Financial Capability) and section 6.2 (Integrity Provisions). As a result, the Respondent Representative for the Respondent or Qualified Respondent, as applicable, must provide the detailed information specified in section 4.3 (National Security Requirements) and section 4.4 (Financial Capability) of this RFPQ and the certifications specified in this RFPQ to be provided by Guarantors at the time that it provides the written notification referred to in section 2.13.2. AECL reserves the right to request additional information in respect of any proposed additional or replacement Guarantor as it determines to be appropriate, including additional information in order for AECL to conduct a complete National Security Requirements assessment and financial capability assessment of such proposed additional or replacement Guarantor. In its request, AECL will indicate a timeframe to provide the requested information. Failure to provide the requested information within the timeframe specified may result in the rejection of the proposed additional or replacement Guarantor.



2.14 Restrictions Imposed on Respondents

- 2.14.1 A Respondent, Prime Team Member, Joint Venture Participant or Guarantor of one Respondent shall not be a Respondent, a Prime Team Member, a Joint Venture Participant or a Guarantor or otherwise participate in more than one Response concurrently.

2.15 Late Responses

- 2.15.1 Responses submitted after a stipulated Response Intake Date will be considered for the next applicable Response Intake Date, unless they qualify as a delayed Response as described in section 2.16 (Delayed Responses). AECL will not consider Responses delivered after the stipulated Final Response Intake Date, unless they qualify as a delayed Response as described below.

2.16 Delayed Responses

- 2.16.1 A Response submitted after a Response Intake Date may be considered, provided the Respondent can prove, and AECL accepts in its sole discretion, that the delay is due solely to a delay in delivery via MERX.

2.17 Rejection of Response

- 2.17.1 AECL may, in its sole discretion, declare a Response non-responsive and reject a Response where any one of the following circumstances is present:
- (a) the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, any Prime Team Member or Joint Venture Participant comprising the Respondent, or a Guarantor, is subject to any domestic or international vendor performance corrective measure imposed by a government entity, including but not limited to suspension or debarment from government contracts, which would render the Respondent ineligible to submit a Bid in the subsequent RFP Stage, or has been the subject of contractual remedies of suspension or termination for default in similar contracts;
 - (b) an employee included as part of the Response, or plans to be included in a Bid in the subsequent RFP Stage, is subject to any domestic or international vendor performance corrective measure imposed by a government entity, including but not limited to suspension or debarment from all government contracts, which would render that employee ineligible to be included in a Bid in the subsequent RFP Stage;
 - (c) the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, any Prime Team Member or Joint Venture Participant comprising the Respondent, or a Guarantor, is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;



- (d) evidence, satisfactory to AECL, of fraud, bribery, collusion, false declarations, fraudulent misrepresentation, failure to pay taxes, professional misconduct, or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, any Prime Team Member or Joint Venture Participant comprising the Respondent, or a Guarantor, or any of its or their employees who signed the Acknowledgment;
- (e) evidence satisfactory to AECL that, based on past conduct or behaviour, the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, any Prime Team Member or Joint Venture Participant comprising the Respondent, or a Guarantor, or any of its or their employees who signed the acknowledgement in Annex H (Acknowledgment), has conducted itself in a manner that is contrary to Annex F (Procurement Code of Conduct);
- (f) there is a conflict of interest as determined by AECL in its sole discretion as described in section 2.18 (Conflict of Interest);
- (g) with respect to current or prior transactions with AECL, where AECL has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, any Prime Team Member or Joint Venture Participant comprising the Respondent, or a Guarantor;
- (h) AECL determines that the performance of the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, any Prime Team Member or Joint Venture Participant comprising the Respondent, or a Guarantor, on other contracts, including the efficiency and quality as well as the extent to which the Respondent or such Prime Team Member or Joint Venture Participant comprising the Respondent or Guarantor performed the applicable work in accordance with contractual sections and conditions, is sufficiently poor to jeopardize the successful completion of the work that will be the subject matter of the Contract.

2.17.2 Where AECL intends to declare a Response non-responsive and reject a Response pursuant to a provision of this section, AECL will so inform the Respondent and provide the Respondent ten (10) days within which to make representations to AECL solely with respect to the subject matter thereof, before making a final decision to declare the Response non-responsive and reject the Response.

2.18 Conflict of Interest

2.18.1 In this section, references to the Respondent are deemed to mean, and the provisions of this section apply to and in respect of: (i) the Respondent (if the Respondent is a single entity); (ii) each Prime Team Member and/or Joint Venture Participant (if the Respondent is comprised of a Respondent Team and/or Joint Venture); and (iii) each Guarantor. In order to protect the



integrity of the procurement process, Respondents are advised that AECL, in its sole discretion, may declare a Response non-responsive and reject a Response in the following circumstances:

- (a) if the Respondent or any of its employees or former employees was involved in any manner in the preparation of the RFPQ solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
 - (b) if the Respondent or, any of its employees or former employees had access to information related to the RFPQ solicitation that was not available to other Respondents and that would, in AECL's opinion, give or appear to give the Respondent an unfair advantage.
- 2.18.2 Respondents agree and accept that information required in section 2.20 (Disclosure and Transparency) is to be maintained and accurate on an ongoing basis throughout the procurement process and that it must advise AECL as soon as reasonably possible during the procurement process of any potential or actual unfair advantage or potential or actual conflict of interest. AECL may in its sole discretion request additional information, including but not limited to requesting information from the Respondent on measures to mitigate any potential or actual conflict of interest but is not obliged to do so. AECL will make a determination in its sole discretion whether there is a conflict of interest. Where AECL intends to declare a Response non-responsive and reject a Response under this section 2.18, AECL will inform the Respondent and provide the Respondent an opportunity to make representations before making a final decision.
- 2.18.3 The fact that a Respondent is providing or has previously provided goods and services of a similar nature to those described in the RFPQ solicitation to AECL will not, in itself, be considered by AECL as conferring an unfair advantage or creating a conflict of interest. The Respondent however, remains subject to the criteria in this RFPQ.
- 2.18.4 Respondents who are in doubt about a particular situation should contact AECL before the Final Response Intake Date describing in detail the relevant factors giving rise to the question. By submitting a Response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent acknowledges that it is within AECL's sole and absolute discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.
- 2.18.5 AECL may from time to time engage private-sector consultants and temporary agency personnel (and their respective directors, officers, employees, partners, and Affiliates) to assist AECL in the procurement process. These consultants and personnel are:
- (a) not eligible to participate as a Respondent, Qualified Respondent or Bidder or to assist, either directly or indirectly, any party to participate as Respondent, Qualified Respondent or Bidder on a competitive solicitation(s) for a Contractor to manage Canadian Nuclear Laboratories; and



- (b) prohibited from providing advice to any Respondent, Qualified Respondent or Bidder, directly or indirectly, with respect to the preparation of a Response to the RFPQ or Bid submission under the RFP, including any preparation for the detailed consultations with AECL.

2.18.6 AECL may in its sole discretion and at any time in the procurement process, declare a Response non-responsive and reject any Response under the RFPQ or any Bid under the RFP, that includes or involves these consultants and personnel.

2.18.7 By submitting a Response to the RFPQ the Respondent represents and warrants that the Response was prepared without any violation of this section. The RFP will contain a similar representation and warranty relating to the submission of a Bid thereunder.

2.18.8 Any Response to the RFPQ or Bid under the RFP that is in violation of any of the provisions of this section 2.18 will be deemed to be in real or perceived conflict of interest and will be considered non-responsive with the provisions of this RFPQ or the RFP, as applicable.

2.18.9 If a violation of the requirements of this section 2.18 is discovered after a Respondent becomes a Qualified Respondent but before the selection of a Preferred Bidder, then the Qualified Respondent will not be eligible to continue to participate in the RFPQ Stage or RFP Stage of this procurement process, as applicable.

2.18.10 If a violation of the requirements of this section 2.18 is discovered after selection of a Preferred Bidder or after the execution of the Contract, the violation shall be grounds for termination of the Contract for default.

2.19 Non-Disclosure Agreement (NDA)

2.19.1 The Respondent, or if the Respondent is not a single entity but is instead comprised of a Respondent Team and/or a Joint Venture, then each Prime Team Member and/or Joint Venture Participant comprising the Respondent, will, in connection with the submission of a Response, be required to execute and submit the non-disclosure agreement attached as Annex G (Non-Disclosure Agreement) as part of their Response.

2.20 Disclosure and Transparency

2.20.1 AECL is committed to an open and transparent procurement process, while understanding the Respondent's need for protection of confidential commercial information. To assist AECL in meeting its commitment, Respondents will cooperate with AECL and extend all reasonable accommodation to this endeavor.

2.20.2 AECL expects to disclose at least the following information during or after the RFPQ Stage of the procurement process:

- (a) the number of Respondents; and



- (b) the names of Qualified Respondents (including the names of Prime Team Members and/or Joint Venture Participants) and/or Guarantors.

2.21 Fairness Monitor

- 2.21.1 AECL has engaged Samson and Associates as a fairness monitor for this procurement process. The fairness monitor will monitor the procurement process and provide assurance that activities are conducted in an open, fair and transparent manner and that activities follow AECL's procurement obligations and prescribed processes. The fairness monitor will not be part of the evaluation team, but will, among other things, observe the evaluation of the Responses with respect to AECL's adherence to the evaluation process described in this RFPQ, monitor the detailed consultations, and review relevant documentation. The fairness monitor will provide a report (or multiple reports) to AECL that will include an opinion of the fairness of the monitored activities.

2.22 Rights of AECL

- 2.22.1 AECL reserves the right in its sole discretion, to:

- (a) declare non-responsive and reject any or all Responses received in response to this RFPQ;
- (b) cancel the RFPQ at any time and/or proceed with the requirements in some other manner as determined by AECL in its sole discretion;
- (c) reissue the RFPQ;
- (d) cancel or discontinue the RFP at any time and/or proceed with the requirements in some other manner as determined by AECL in its sole discretion;
- (e) amend any part of the RFPQ, modify, cancel or suspend the RFPQ process or any or all stages of the procurement process, at any time for any reason;
- (f) waive compliance with any or all mandatory requirements but is not obliged to do so.
- (g) discontinue, modify, extend or add any Response Intake Date, anticipated timelines, deadlines, dates or other milestones, or extend timelines for accepting certifications;
- (h) impose additional conditions, measures or requirements to ensure the integrity of the procurement process;
- (i) seek additional information and/or documentation from any Respondent or Qualified Respondent within the timeframe requested by AECL, even if this information ought to have been included in the Response at the Response Intake Date. AECL is not obligated to seek any additional information and/or documentation;



- (j) request further clarification on any information or documentation provided in a Response within the timeframe requested by AECL. AECL is not obliged to seek clarification of a Response, including any ambiguity in the Response;
- (k) verify with any Respondent or third party any information set out in a Response;
- (l) check references other than those provided in a Response;
- (m) convene a meeting with one, some or all Respondents for the purposes of clarifying the contents of the Response;
- (n) accept or reject revisions to any Response, changes to the composition of a Qualified Respondent or addition or replacement of a Guarantor;
- (o) declare a Response non-responsive, reject any Response, disqualify a Qualified Respondent's qualification or disqualify any Qualified Respondent in AECL's sole discretion if the information provided in a Response is found to be untrue, no longer true, misleading or a misrepresentation;
- (p) determine whether a real or perceived conflict of interest, unfair advantage or an appearance exists, in AECL's sole and absolute discretion;
- (q) consider and determine whether each Qualified Respondent is eligible to continue to participate in the RFPQ Stage and the RFP Stage of the procurement process;
- (r) to not answer questions pursuant to section 2.4 that are not submitted in a form that can be distributed to all Respondents;
- (s) to require all or any elements evaluated during the RFPQ Stage evaluation to be evaluated again during the RFP Stage Bid evaluation and/or require a new financial capability assessment and any applicable certifications to be added or to be re-submitted during the RFP Stage;
- (t) to share any information provided by Respondents, Qualified Respondents or Bidders with employees and representatives of AECL or third-party consultants retained by AECL; and,
- (u) if no responsive Responses are received and the requirement is not substantially modified, reissue the RFPQ by inviting only the Respondents who have responded to resubmit Responses within a period designated by AECL.

2.22.2 Respondents are advised that the Government of Canada has yet to allocate funding for the subject matter of this RFPQ and that it is a condition for execution of the Contract at the end of the Contract Finalization Stage, that funds be allocated by the Government of Canada.



- 2.22.3 This RFPQ does not commit AECL in any way to identify Qualified Respondents or to proceed to an RFP Stage, to identify a Preferred Bidder, to proceed to a Contract Finalization Stage or to cause AECL to enter into the Contract. AECL reserves the complete right, exercisable in its sole and absolute discretion, to at any time reject all Responses and to terminate this procurement process and proceed with the requirements in some other manner as determined by AECL.

2.23 Response Costs

- 2.23.1 By submitting a Response to this RFPQ, the Respondent agrees that it will bear its own costs in respect to its participation in the RFPQ or RFP, any of the Intake Dates and any subsequent stages or phases. For further clarity, no payment will be made by AECL for costs incurred by any Respondent, or any person acting on behalf of the Respondent, in the preparation and submission of a Response to the RFPQ solicitation nor will payment be made by AECL for Qualified Respondent costs related to participation in any detailed consultations that follow AECL evaluation of Responses. Costs associated with preparing and submitting a Response, as well as any costs incurred by a Respondent associated with the evaluation of the Response and subsequent detailed consultations with AECL, are the sole responsibility of the Respondent.

2.24 No Liability

- 2.24.1 Each Respondent by submitting a Response, acknowledges and agrees that:
- (a) the Respondent will not have any claim for compensation of any kind whatsoever against AECL or any of its directors, officers, employees, advisors, representatives or agents, arising from or as a result of participating in this RFPQ;
 - (b) if any or all Responses are declared non-responsive or rejected or the Qualified Respondent is disqualified, or this procurement process or the subject matter of the procurement process is modified, suspended or cancelled for any reason, neither AECL nor any of its employees, advisors, representatives or agents will be liable, under any circumstances, for any claim or to reimburse or compensate the Respondent in any manner whatsoever or to provide any other form of relief, including but not limited to costs of preparation of the Response, disbursements, travel, loss of anticipated profits, loss of time, loss of opportunity or for any other matter; and
 - (c) the Respondent irrevocably waives any and all claims of any nature whatsoever, including claims for loss of profits or loss of opportunity, if the Response is declared non-responsive and rejected, Respondent is rejected or Qualified Respondent disqualified or is not successful in being qualified in the RFPQ process or for any other reason.

2.25 Entire Requirement

- 2.25.1 The RFPQ solicitation documents contain all the requirements relating to the RFPQ, including any Addenda issued from time to time. Any other information or documentation provided to



or obtained by a Respondent from any source is not relevant or applicable to this RFPQ. Respondents should not assume that practices used under previous contracts of AECL will continue, unless they are described in the RFPQ solicitation. Respondents should also not assume that their existing capabilities satisfy the requirements of the RFPQ simply because they have satisfied previous requirements of AECL in other procurement processes.

2.26 Applicable Laws

- 2.26.1 This RFPQ must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.



SECTION 3 – RESPONSE PREPARATION INSTRUCTIONS

3.1 Response Preparation Instructions

- 3.1.1 Each Response must include information and documentation to comply with the Mandatory Requirements in the table below. AECL requests that Respondents organize their Response in separate parts as follows:

Part Number	Title	Mandatory Requirements to Include in Response:
Part I	Respondent Legal Status	<ul style="list-style-type: none"> As applicable, information specified in section 2.6 (Legal Capacity – Respondent that is a Single Entity); and/or As applicable, information specified in section 2.7 (Legal Capacity – Prime Team Members and Joint Ventures).
Part II	Security Clearance Requirements*	<ul style="list-style-type: none"> Information and documents specified in section 4.2 (Security Clearance Requirements).
Part III	National Security Requirements*	<ul style="list-style-type: none"> Information and documents specified in section 4.3 (National Security Requirements).
Part IV	Financial Information	<ul style="list-style-type: none"> Information and documents required to assess financial capability as specified in section 4.4 (Financial Capability)
Part V	Integrity Provisions	<ul style="list-style-type: none"> Information and documents specified in section 6.2 (Integrity Provisions).
Part VI	Technical Response	<ul style="list-style-type: none"> Information in response to Annex D (Mandatory Technical Criteria).
Part VII	Non-Disclosure Agreement	<ul style="list-style-type: none"> Signed non-disclosure agreement in Annex G (Non-Disclosure Agreement).
Part VIII	Certifications	<ul style="list-style-type: none"> Completed and signed acknowledgment in Annex H (Acknowledgment)

* Notwithstanding the requirement to submit the Response and associated Response information and documentation through MERX, information and documentation in support of Security Clearance Requirements and National Security Requirements must be sent separately to corpsec@aecl.ca.

- 3.1.2 Additional details to help Respondents prepare their Response are provided in Annex I (Response Preparation Checklist) for information purposes only.
- 3.1.3 The Response must be electronically signed by a Respondent (if it is a single entity) or by all Prime Team Members and/or Joint Venture Participants (if the Respondent is comprised of a Respondent Team and/or Joint Venture) and by the Respondent Representative. If the Acknowledgment is missing one or more signatures, the Respondent will provide such missing signature(s) within the timeframe requested by AECL.



3.1.4 AECL requests that Respondents follow the format instructions described below in the preparation of their Response:

- (a) formatted in portable document format ("PDF") as an 8.5 x 11 inch (216 mm x 279 mm) document;
- (b) for legibility, use Calibri with font no smaller than 12 point, except in headers, footers, tables, graphical elements and exhibits where a smaller font is acceptable;
- (c) separate Response in parts in the manner outlined in section 3.1.1 and include section references that corresponds to the RFPQ;
- (d) include a title page at the front of the Response that includes the title, date, solicitation process number, name, address and contact information of the Respondent; and
- (e) include a table of contents.

3.1.5 Respondents are required to follow the format instructions described below in the preparation of their Response:

- (a) the total page count limitation for the Respondent's technical response to Annex D (Mandatory Technical Criteria) is twenty-five (25) pages (not including the table of contents or title page).
- (b) All pages should be numbered sequentially and all pages after twenty-five (25) will not be considered as part of the technical Response to Annex D (Mandatory Technical Criteria). If the pages are not numbered sequentially, a member of the evaluation team will count the pages to determine the total number. The excess pages after twenty-five (25) will be removed and not considered by evaluators. Please refer to section 3.2 (Response Package).

3.2 Response Package

3.2.1 Respondents are to ensure that their Response package is provided as described in this RFPQ. Only referenced material included within the Respondent's Response will be evaluated. Reference material outside of the Respondent's Response will not be considered. It is the sole responsibility of Respondents to provide sufficient information so that their Responses can be adequately evaluated.

3.3 Entirety of Response

3.3.1 Respondents must meet the requirements set out in the RFPQ in their entirety. Partial compliance will not be accepted.



SECTION 4 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

4.1 Two Types of Security Requirements

4.1.1 There are two (2) types of security requirements associated with this procurement:

- (i) Security Clearance Requirements; and,
- (ii) National Security Requirements.

4.1.2 As described above in section 1.8.2, notwithstanding the requirement to submit the Response and associated Response information and documentation through MERX, information and documentation in support of a Respondent's Security Clearance Requirements and National Security Requirements must be sent separately to AECL to the following email address: corpsec@aecl.ca.

4.1.3 Any questions regarding the security clearance process must be sent to corpsec@aecl.ca as per section 2.4.3.

4.2 Security Clearance Requirements

4.2.1 To qualify as a Qualified Respondent in the RFPQ Stage, Respondents must satisfy and obtain two (2) types of security clearances:

- (i) personnel security screening at the level of "Reliability Status" (or higher) for all individuals requiring access to AECL assets and information including a data room, as outlined in section 4.2.2 (Personnel Security Screening); and,
- (ii) Designated Organization Screening issued by Public Services and Procurement Canada's Contract Security Program or AECL equivalent, as outlined in section 4.2.3 (Designated Organization Screening or Equivalent).

(collectively, the "**Security Clearance Requirements**")

4.2.2 Personnel Security Screening

4.2.2.1 Respondents who already hold a valid personnel security screening at Reliability Status or higher issued by AECL or by Public Services and Procurement Canada's Contract Security Program must specify the following with their Response:

- (i) confirmation of their valid security clearance;
- (ii) their security certificate ID number;
- (iii) their full given name; and
- (iv) date of birth.



- 4.2.2.2 AECL will conduct a verification of the existing personnel security screening.
- 4.2.2.3 Respondents who do not have a valid personnel security screening at Reliability Status or higher must specify the following with their Response:
 - (i) confirmation that they do not have a valid security clearance;
 - (ii) the company name;
 - (iii) name of the individual (full given name);
 - (iv) position title;
 - (v) email address; and
 - (vi) contact number to initiate their personnel security screening process.
- 4.2.3 Designated Organization Screening or Equivalent
 - 4.2.3.1 Respondents whose companies already hold a valid Designated Organization Screening, AECL will conduct a verification. Respondents must provide their Designated Organization Screening certificates to AECL with their Response.
 - 4.2.3.2 Respondents who do not have a valid Designated Organization Screening must contact AECL separately to the following email address: corpsec@aecl.ca. AECL will provide the Respondent with a list of the information required to obtain an Organization Screening .
- 4.2.4 Where a Respondent is comprised of a more than one entity (e.g., a Respondent Team or a Joint Venture), each entity is requested to identify a prioritized list of individuals who will need screening in order to participate in the detailed consultations, and, if applicable, the RFP Stage of this procurement process. This prioritization list should be included in the Response. AECL will begin by immediately screening the first five individuals on each entity's prioritized list in an effort to ensure that each Respondent Team and/or Joint Venture Participant is represented during the procurement process. Additional individuals will be screened to the extent possible to meet the anticipated timelines of this procurement process.
- 4.2.5 Respondents are encouraged to submit the required information specified in sections 4.2.1 to 4.2.4 to satisfy their Security Clearance Requirements as soon as possible (including, if possible, prior to submitting their Response to this RFPQ). AECL is not responsible or liable for any denial of a Respondent's Security Clearance Requirements or any delays to the Respondent's application for or the process associated with Security Clearance Requirements. It is the Respondent's responsibility and obligation to comply with the Security Clearance Requirements and to begin the process in order to obtain the necessary Security Clearance Requirements required of a Qualified Respondent.



- 4.2.6 The Respondent, Qualified Respondent or Bidder is not permitted to store any AECL assets and information outside of the AECL protected data room. For clarity, this includes electronic and hardcopy information.
- 4.2.7 Should the Respondent, Qualified Respondent or Bidder want to store AECL assets and information outside of the AECL protected data room, the Respondent, Qualified Respondent or Bidder will require:
- (i) Written authorization from AECL; and,
 - (ii) Document Safeguarding Capability certification for access to sensitive government information up to the level of Protected B issued by AECL or Public Services and Procurement Canada's Contract Security Program.
- 4.2.8 The RFP will detail the Security Clearance Requirements that the Preferred Bidder must meet to become the Contractor. It is currently anticipated that these requirements will include:
- (i) A Facility Security Clearance at the Secret level issued by AECL, Public Services and Procurement Canada's Contract Security Program, or equivalent (as determined by AECL).
 - (ii) Document Safeguarding Capability for access to sensitive government information up to the level of Secret issued by AECL, Public Services and Procurement Canada's Contract Security Program, or equivalent (as determined by AECL).
 - (iii) Personnel security screening at Secret or Top Secret level as required.
 - (iv) A foreign ownership, control or influence (FOCI) evaluation, or AECL equivalent.
- 4.2.9 It is the responsibility of the Respondent to provide AECL with complete and timely information to process the necessary security clearances.

4.3 National Security Requirements

- 4.3.1 It is a condition of this procurement process that the Respondent comply with the National Security Requirements by providing all required information as part of its Response. The required information is described below in sections 4.3.4 and 4.3.7 (collectively, the "**National Security Requirements**").
- 4.3.2 For clarity, the satisfaction of the National Security Requirements by a Respondent is not a condition to such Respondent becoming a Qualified Respondent. In this section 4.3, references to the Respondent are deemed to mean, and the provisions of section 4.3 apply to and in respect of:
- (a) the Respondent (if the Respondent is a single entity);



- (b) each Prime Team Member and/or Joint Venture Participant (if the Respondent is comprised of a Respondent Team and/or Joint Venture); and
 - (c) each Guarantor.
- 4.3.3 The National Security Requirements will extend to the Contractor (including the Respondent and, if applicable, the Prime Team Members and Joint Venture Participants) and each Guarantor, through the provisions of the Contract.
- 4.3.4 The Respondent, and if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, then each Prime Team Member and/or Joint Venture Participant, each Guarantor, and any Controlling Person (as defined in section 4.3.6(c) below) of each of the foregoing, must be legally organized and have its principal place of business in Canada, or a country that has:
 - (a) a government-to-government arrangement with Canada, as amended from time to time, for the exchange and safeguarding of protected and classified information and assets (<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html#s9>); and,
 - (b) a Nuclear Cooperation Agreement with Canada, as amended from time to time (<https://www.treaty-accord.gc.ca/section.aspx>).
- 4.3.5 As of March 2023, the list of countries that meet the requirements of RFPQ section 4.3.4, as amended from time to time, are: Australia, Belgium, Brazil, Bulgaria, Canada, Denmark, Finland, France, Germany, Italy, Latvia, Netherlands, Spain, Sweden, Switzerland, United Kingdom, and the United States. This list is being provided for information only. AECL does not warrant or make any representations as to the accuracy of this list. It is the responsibility of the Respondent to review any changes that may affect this list. AECL will not provide any updates and will not be liable to any Respondent if this list changes.
- 4.3.6 Each Respondent must provide with its Response the following detailed information about its organizational structure:
 - (a) the jurisdiction in which the Respondent is legally organized (if the Respondent is an individual, then provide the Respondent's citizenship and country of residency);
 - (b) the jurisdiction in which the Respondent's principal place of business is located;
 - (c) a list identifying all Persons that Control (as defined in section 4.3.11) the Respondent (each such Person, a "Controlling Person");
 - (d) the jurisdiction in which the Controlling Person is legally organized (if the Controlling Person is an individual, then provide the Controlling Person's citizenship and country of residency); and
 - (e) the jurisdiction in which the Controlling Person's principal place of business is located.



- 4.3.6.1 The Respondent is requested to provide in its Response a corporate structure chart depicting the information requested in sections 4.3.6 (c), (d) and (e) above.
- 4.3.7 AECL reserves the right in its sole discretion to request from the Respondent additional information in order for AECL to assess the National Security Requirements of the Respondent. In its request, AECL will indicate a timeframe to provide the requested information. Failure to provide the requested information within the timeframe requested will result in the Response being declared non-responsive and the Response will be rejected.
- 4.3.8 A Respondent or Qualified Respondent must immediately notify AECL of any changes to the information provided in its Response in respect of section 4.3.5, which it was required to include in its Response, or in response to a request made under section 4.3.6. AECL may, in its sole and absolute discretion, terminate a Qualified Respondent's qualification under the RFPQ, if it determines that the Respondent or any Controlling Person thereof no longer meets the requirements of section 4.3.4.
- 4.3.9 All Qualified Respondents and Control Persons that met the requirements in section 4.3.4 will be subject to review pursuant to Canada's nuclear safety, non-proliferation and security considerations. AECL will, in its sole and absolute discretion, consider and determine whether each Qualified Respondent is eligible to continue to participate in the RFPQ Stage and the RFP Stage of the procurement process.
- 4.3.10 The Respondent, by submitting a Response, acknowledges its acceptance of the National Security Requirements assessment process and that AECL's determination resulting from that process is final. In accepting AECL's National Security Requirements assessment process, the Respondent agrees that it will not commence any legal proceeding regarding any determination made by AECL of its National Security Requirements.
- 4.3.11 For the purposes of this section 4.3. only "Control" means with respect to a Person:
- (a) any other Person, or one or more other Persons acting jointly or in concert, having beneficial ownership (whether directly or indirectly through one or more Persons) of more than twenty percent (20%) of the voting shares or other ownership interests of the first Person; or,
 - (b) having the power (whether through ownership of voting shares or other ownership interests, by contract or otherwise) to elect a majority of the directors of a Person that is a corporation or otherwise control the decisions made by or on behalf of that Person.
- 4.3.12 The Qualified Respondent (including, if applicable, the Prime Team Members and the Joint Venture Participants) and each Guarantor are prohibited from disclosing or transferring outside of Canada any controlled nuclear information and/or technology. The phrase "controlled nuclear information and/or technology" means nuclear information such as design specifications, technical data, drawings and models subject to the Nuclear Safety and Control Act, the Export and Import Permits Act, the Nuclear Nonproliferation Import and Export Control Regulations, the Export Permit Regulations and any other applicable legislation.



- 4.3.13 If AECL determines that a Qualified Respondent or Bidder is not eligible to continue to participate in the procurement process due to the results of such Qualified Respondent or Bidder's National Security Requirements assessment, AECL will not provide any information or reasons regarding any determination made under the National Security Requirements assessment process to the Qualified Respondent (including any determination made in connection with any changes to the information provided in a Response in the circumstances referred to in section 4.2.6 or otherwise) or Bidder. The Qualified Respondent or Bidder agrees and acknowledges that it has no right to such information or reasons and that no debriefings on the results of the National Security Requirements assessment will be offered.

4.4 Financial Capability

- 4.4.1 The Respondent must have the financial capability to fulfill the requirements of the future Contract. If the Respondent is not a single entity but is instead comprised of a Respondent Team and/or a Joint Venture, then the financial capability of each Prime Team Member will be assessed. The financial capability assessment of the Respondent (if the Respondent is a single entity) or each Prime Team Member (if the Respondent is comprised of a Respondent Team and/or Joint Venture) will include the financial capability of each Guarantor.
- 4.4.2 The financial capability assessment could be both static and historical, including the current state of the Respondent (or each Prime Team Member and/or Guarantor, as the case may be) and its evolution from year to year. A ratio analysis may be performed in different areas such as cash flow, asset management, debt management and profitability. Predicting models are also used to assess the likelihood of a cessation of business activities.
- 4.4.3 If the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, the financial information required by AECL pursuant to sub-sections 4.4.4 (a) to (e) herein should be provided by each Prime Team Member and Guarantor, as applicable. All references to the Respondent in sub-sections 4.4.4 (a) to (e) are deemed to be references to each Prime Team Member and Guarantor.
- 4.4.4 For AECL to determine the Respondent's financial capability, the Respondent, is requested to submit the financial information detailed below as part of its Response:
- (a) audited financial statements for the Respondent's five (5) most recently completed fiscal years, or for the years that the Respondent has been in business if this is less than five (5) years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements);
 - (b) if the date of the financial statements in (a) above is more than five (5) months before the date of the request for information by AECL, the Respondent should also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two (2) months before the date of Response submission;



- (c) a comprehensive credit report prepared by an independent third party business credit service;
 - (d) certification from the Chief Financial Officer or an authorized signing officer of the Respondent that the financial information provided is complete and accurate, including disclosure of the following:
 - (i) Any material existing or potential claims, litigation or proceedings against the Respondent. In the event that there are material existing or potential claims, litigation or proceedings, the Respondent is requested to describe how such potential damages will be supported;
 - (ii) Confirmation that there is no material adverse change that is not otherwise disclosed in the financial information;
 - (iii) Confirmation of no material off-book financing arrangements not reflected in information already provided; and
 - (iv) For entities debt-rated by a credit rating agency, a copy of the most recent credit rating report (including credit warnings produced since the publication of said report) from each agency that rates the Respondent's debt, or confirmation that no such ratings exist.
 - (e) a confirmation letter from all of the financial institution(s) that have provided short-term financing to the Respondent outlining the total of lines of credit granted to the Respondent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which AECL requests this information.
- 4.4.5 In addition, and in any case, the Response should include a letter of support from each Guarantor confirming its intention to comply with the requirements and obligations of the Guarantors described in this RFPQ if, as and when they arise, including with respect to the delivery of the Guarantees.
- 4.4.6 AECL reserves the right in its sole discretion to request from the Respondent any additional information from the Respondent to assess financial capability including but not limited to its line of credit, cash flow forecasting and any other relevant information to assist AECL with the financial capability assessment. In its request, AECL will indicate a timeframe to provide the requested information. Failure to provide the requested information within the timeframe requested will result in the Response being declared non-responsive and the Response will be rejected.
- 4.4.7 If the Respondent provides the information required pursuant to this section 4.4, to AECL in confidence, it must clearly indicate that the disclosed information is confidential. AECL will then treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).



- 4.4.8 AECL reserves the right in its sole discretion to make a determination whether a Respondent has demonstrated sufficient financial capability that it can perform the subject requirement to the satisfaction of AECL or not.
- 4.4.9 Where AECL intends to declare a Response to be non-responsive pursuant to a provision in this section 4.4 and reject the Response, AECL will so inform the Respondent and either: (1) provide the Respondent fourteen (14) days within which to provide additional information solely with respect to the subject matter thereof, before making a final decision on the Response rejection; or (2) require the Respondent to provide the additional information as part of the next Response Intake Date.
- 4.4.10 Notwithstanding satisfaction by a Guarantor of the financial capability assessment, AECL reserves the right, at any time, in its sole discretion, to require that the Respondent or Qualified Respondent, as applicable, add or replace Guarantors. The Respondent Representative for the Respondent or Qualified Respondent, as applicable, must provide the information specified in section 2.13.2 in respect of any proposed additional or replacement Guarantor.



SECTION 5 – EVALUATION PROCEDURES AND BASIS OF QUALIFICATION

5.1 Evaluation Procedures

- 5.1.1 The following evaluation procedures and basis of qualification will be applied to Responses received on or before each Response Intake Date. AECL reserves the right in its sole discretion to revise the evaluation procedure and basis of qualification at any time.
- 5.1.2 Responses will be assessed in accordance with the entire requirement of the RFPO. Although there are multiple steps in the evaluation and qualification process as described below, the fact that AECL has proceeded to a later step does not mean that AECL has conclusively determined that the Respondent has successfully passed all of the previous steps. AECL may in its sole discretion, conduct steps of the evaluation in parallel.
- 5.1.3 An evaluation team composed of representatives of AECL will evaluate the Responses on behalf of AECL. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 5.1.4 Notwithstanding section 5.1.3., AECL may also retain independent consultants, including third-party consultants, or any other resources to assist the evaluation team on all or any portion of any Response. By submitting a Response, Respondents consent to the release of their Responses to the third-party consultants retained by AECL, subject to AECL obtaining its usual confidentiality undertakings from these third-party consultants.
- 5.1.5 In addition to any other time periods established in the procurement process:
 - (a) Requests for clarifications: AECL may require in its sole discretion clarification or verification from the Respondent about any part of its Response, although AECL is not obliged to seek any clarification or verification from any Respondent at any time. AECL will notify the Respondent of this request in writing and the Respondent will have ten (10) days (or a longer period if specified in writing by AECL) to provide the necessary information to AECL; and
 - (b) Extension of time: If additional time is required, AECL may grant an extension at its sole discretion.

5.2 Evaluation of Mandatory Requirements

- 5.2.1 Each Response will be reviewed for compliance with the mandatory requirements of this RFPO. Responses that do not comply with each and every Mandatory Requirement in section 3.1 (Response Preparation Instructions), including the Mandatory Technical Criteria in Annex D (Mandatory Technical Criteria), will be considered non-responsive and the Response will be rejected. Notwithstanding the foregoing, AECL may at its sole discretion, request and allow for the Respondent to provide additional information that may enable it to comply with a Mandatory Requirement.



- 5.2.2 Where AECL intends to declare a Response non-responsive and reject a Response pursuant to a provision in this section, AECL will inform the Respondent and will either: (1) provide the Respondent fourteen (14) days within which to provide the additional information solely with respect to the subject matter thereof, before making a final decision on the Response rejection; or (2) require the Respondent to provide the additional information as part of the next Response Intake Date.

5.3 Reference Checks

- 5.3.1 Reference checks for evaluation purposes are intended to verify and validate the Respondent's Response. If the information provided by the Respondent cannot be verified and validated, the information and requirement will not be evaluated and will be considered as if it were left blank.
- 5.3.2 The Respondent must provide primary and alternate references for claimed experience as outlined in Annex D (Mandatory Technical Criteria). AECL will only consider references from clients for who the work was performed. However, if a client relationship does not exist because the work was performed by and for the Respondent itself (or by and for the Prime Team Member, Joint Venture Participant, Parent or Third Party itself (as such terms are defined in section 1.4 of Annex D)), AECL will consider references from individuals who, at the time the work was performed, were employed in a management role by the organization that performed the work.
- 5.3.3 AECL reserves the right in its sole discretion to require additional substantiating information and documentation from the Respondent to validate or verify the claimed experience and this may include but is not limited to internal reports, publicly available information, or third-party analyses, reports or assessments, in respect of the relevant experience claimed. AECL will not seek to rely on any findings or determinations made in any such third-party analyses, reports, or assessments other than for the purposes of validating or verifying claimed experience.
- 5.3.4 References from representatives of AECL will be accepted. References from employees of CNL will not be accepted.
- 5.3.5 If requested references are not provided in the Response, AECL may in its sole discretion, request that the Respondent provide the requested references but is not obliged to do so.
- 5.3.6 If AECL decides in its sole discretion to verify or validate references, AECL will contact the primary reference to validate and verify experience claimed by the Respondent. The alternate will be contacted only should the first reference not be available. If the individual is unavailable when required during the evaluation period, AECL will contact the alternate reference provided by the Respondent. The reference will have ten (10) days (or a longer period if specified in writing by AECL) to respond to AECL. If neither the primary or alternate reference responds to a reference contact request, the information with respect to the reference will not be evaluated and the information and requirement will not be evaluated and will be considered as if it were left blank.



5.3.7 Where AECL intends to declare a Response non-responsive and reject a Response pursuant to a provision of this section 5.3, AECL will inform the Respondent and either: (1) provide the Respondent ten (10) days within which to provide the requested references before making a final decision on the Response rejection; or (2) require the Respondent to provide the requested references during the next Response Intake Date.

5.3.8 In addition to AECL's rights as set out in this Section 5, in conducting its evaluation of Responses, AECL may, but will have no obligation to, do the following:

- (a) contact any or all references supplied by Respondents to verify and validate any information submitted by them;
- (b) seek clarification or verification from Respondents and any other third party regarding any or all information provided in a Response at any stage of the procurement process. AECL reserves the right in its sole discretion to consider any information obtained pursuant to this section in the evaluation of a Response as an integral part of the Response.

5.4 Basis of Qualification

5.4.1 To be considered responsive, a Response must:

- (a) comply with all the requirements of this RFPQ (other than satisfaction of the National Security Requirements described in section 4.3.);
- (b) include all of the Mandatory Requirements included in section 3.1 (Response Preparation Instructions);
- (c) satisfy all of the Security Clearance Requirements described in section 4.2 (Security Clearance Requirements);
- (d) provide the information required pursuant to the National Security Requirements described in section 4.3 (National Security Requirements);
- (e) satisfy all of the financial capability requirements described in section 4.4 (Financial Capability); and
- (f) satisfy all of the Mandatory Technical Criteria included in Annex D (Mandatory Technical Criteria).

5.4.2 Responses not meeting the requirements listed in section 5.4.1 will be declared non-responsive and will be rejected.

5.4.3 Respondents who have met all of the requirements in this RFPQ will become Qualified Respondents, and will be eligible to participate in the next stage of the procurement process,



including detailed consultations and, if applicable, the RFP Stage and Contract Finalization Stage.

5.5 Notification of Evaluation Results and Debriefings

- 5.5.1 AECL anticipates notifying Respondents of the evaluation results following each Response Intake Date, prior to the next Response Intake Date. Please refer to section 2.20 (Disclosure and Transparency).
- 5.5.2 Respondents may request a debriefing on the results of their Response evaluation only. Respondents should make the request to AECL within fifteen (15) calendar days of receipt of notification of the result of their Response evaluation. For further clarity, debriefing opportunities will be provided after each Response Intake Date. AECL will not provide any information on other Responses and the debriefing will be limited to areas where the Response did not comply with the requirements of the RFPQ. Only written debriefings will be provided.
- 5.5.3 Notification of the results of the National Security Requirements assessments will be made prior to the closing of the RFP Stage.
- 5.5.4 No debriefings on the results of the National Security Requirements assessment will be offered (refer to section 4.3.12).



SECTION 6 – CERTIFICATIONS

6.1 Overview

- 6.1.1 Respondents must provide the required certifications to be considered for qualification under this RFPQ. The requirements for the certifications are described in this section and Annex H (Acknowledgment).
- 6.1.2 Respondents further understand that, to ensure fairness, openness and transparency in the procurement process, the information required in this section is to be maintained and accurate on an ongoing basis throughout the procurement process. Compliance with the certifications provided by the Respondent in its Response is an ongoing condition of the RFPQ and procurement process.
- 6.1.3 Certifications provided by a Respondent to AECL is subject to verification by AECL in its sole discretion throughout the procurement process and at any time. AECL reserves the right in its sole discretion to ask Respondents for clarification, verification or additional information to verify Respondents' certifications although AECL is not obliged to do so. If AECL exercises its right pursuant to this Section 6, AECL will notify the Respondent of this request in writing and the Respondent will have ten (10) days (or a longer period if specified in writing by AECL) to provide the necessary information to AECL. AECL may consider this information as though it was an integral part of the certification when it was provided.
- 6.1.4 If the Respondent does not comply with any certification, does not respond to AECL's requests under section 6.1.3, or it is determined that any certification made by the Respondent in its Response is untrue, whether made knowingly or unknowingly, AECL has the right in its sole discretion to declare non-responsive or reject the Respondent's Response or to disqualify a Qualified Respondent or Bidder.

6.2 Integrity Provisions

- 6.2.1 Respondents must certify compliance with Annex F (Procurement Code of Conduct) and provide the certification in Annex H (Acknowledgment) with the Response. Respondents must also certify compliance with this section 6.2 in respect to integrity provisions as described below.
- 6.2.2 In section 6.2, references to the Respondent are deemed to mean, and the provisions of section 6.2 apply to and in respect of: (i) the Respondent (if the Respondent is a single entity); (ii) each Prime Team Member and/or Joint Venture Participant (if the Respondent is comprised of a Respondent Team and/or Joint Venture); and (iii) each Guarantor.
- 6.2.3 Respondents further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be selected as the Preferred Bidder. Furthermore, if it is determined, after qualification, that the Respondent made a false declaration, AECL may in its sole discretion, disqualify the qualification of a Qualified Bidder.



- 6.2.4 The Respondent and any of its affiliates will also be required to remain free and clear of any acts or convictions specified in this RFPQ during the RFPQ Stage of this procurement process.
- 6.2.5 For the purpose of this section, everyone, including but not limited to Affiliates, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly owned, as well as individuals, and directors, are affiliated with the Respondent if:
- (a) directly or indirectly either one controls or has the power to control the other; or
 - (b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

- 6.2.6 A Respondent that is incorporated is requested to provide with their Response or promptly thereafter a complete list of names of all individuals who are currently directors thereof. If a Respondent that is a single entity is a sole proprietorship, the Respondent is requested to list the name of the owner of such sole proprietorship with his/her Response or promptly thereafter. If the required names have not been received with the Response submitted, AECL will inform the Respondent of a timeframe within which to provide the information. Failure to provide the requested information within the timeframe requested will result in the declaring the Response non-responsive and rejecting the Respondent's Response to this RFPQ.
- 6.2.7 The Respondent must diligently maintain an up-to-date list of names of directors by informing AECL in writing of any change occurring during the RFPQ Stage of this procurement as well as during the period of and subsequent stage of this procurement process. The Respondent must also, when so requested, provide AECL with properly completed and signed consent forms.
- 6.2.8 By submitting a Response, the Respondent certifies that it is aware, and that its affiliates are aware, that AECL may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. AECL may also verify the information provided by the Respondent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 6.2.9 By submitting a Response, the Respondent certifies that neither the Respondent nor any of the Respondent's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.



6.2.10 By submitting a Response, the Respondent certifies that neither the Respondent nor any of the Respondent's affiliates has been convicted of an offence or has received a conditional or an absolute discharge under any of the provisions enumerated below or where a Respondent or an affiliate of the Respondent has been convicted of an offence or has received a conditional or an absolute discharge under any of the provisions enumerated below, the time period (as defined in section 6.2.13) has elapsed and, in addition, only in the case of a conviction under any of the provisions under section 6.2.10 (a) or (b), a criminal pardon or a record suspension has been obtained or capacities have been restored by the Governor in Council:

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
- (c) section 119 (Bribery of judicial officers, etc.), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
- (e) section 239 (False or deceptive statements) of the Income Tax Act, or
- (f) section 327 (False or deceptive statements) of the Excise Tax Act, or
- (g) section 3 (Bribing a foreign public official), section 4 (Accounting) or section 5 (Offence Committed Outside Canada) of the Corruption of Foreign Public Officials Act, or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substances Act.

6.2.11 By submitting a Response, the Respondent further certifies that no one convicted under any of the provisions under section 6.2.10 (a) or (b) is to receive any benefit under this RFPQ, unless the time period has elapsed and, in addition, a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council.



- 6.2.12 In connection with the requirement in sections 6.2.10 and 6.2.11 to obtain a criminal pardon, a record suspension or restoration of capacities by the Governor in Council in circumstances where there has been a conviction under any of the provisions under section 6.2.10 (a) or (b) and the time period has elapsed, the Respondent must provide with its Response or promptly thereafter a copy of confirming documentation from an official source for its certification to be found true by AECL for the purposes of this section 6.2 (Integrity Provisions). If such documentation has not been received by the time the evaluation of Responses is completed, AECL will inform the Respondent of a timeframe within which to provide the information. Failure to comply within the timeframe specified will render the Response nonresponsive.
- 6.2.13 For purposes of this section 6.2 (Integrity Provisions), “time period” means ten (10) years from the date the Respondent or an affiliate of the Respondent was convicted or received a conditional or absolute discharge, as the case may be.
- 6.2.14 By submitting a Response, the Respondent further certifies that, within the ten (10) years before the date it submits its Response, neither the Respondent nor any of the Respondent’s affiliates has been convicted of an offence or has received a conditional or an absolute discharge under any foreign offence that AECL deems to be of similar constitutive elements to the offences enumerated in section 6.2.10. AECL will also consider foreign measures declared by Canada to be similar in nature to the Canadian criminal pardon, record suspension, or restoration of capacities by the Governor in Council.
- 6.2.15 In circumstances where the Respondent and/or an affiliate of the Respondent has been convicted of an offence or has received a conditional or an absolute discharge in respect of any of the offences enumerated in section 6.2.10 and the time period in respect thereof has elapsed, by submitting a Response, the Respondent certifies that the Respondent and/or an affiliate of the Respondent has diligently put in place measures to prevent the recurrence of such convictions and/or reprehensible actions.
- 6.2.16 If AECL determines, in its sole discretion, that all of the Responses submitted are non-responsive as a result of the enumerated offences listed in section 6.2.10, then AECL may invoke the public interest exception described below among other things, and consider such Responses, but only Responses containing a declaration describing the relevant conviction or act. AECL may elect to procure outside of this procurement process. The Respondent understands that AECL may enter into the Contract with the Preferred Bidder’s SPV where the Respondent or an affiliate of the Respondent has been convicted of an offense enumerated in section 6.2.10, when required to do so by law or legal proceedings, or when AECL, in its sole discretion, considers it necessary.
- 6.2.17 AECL reserves the right to impose additional conditions, measures or requirements to ensure the integrity of the procurement process.
- 6.2.18 Notwithstanding anything else to the contrary in this section 6.2, governments, as well as entities controlled by a government, including Crown corporations, are only required to



comply with section 750 of the Criminal Code, the Government Contract Regulations and the Code of Conduct for Procurement.

- 6.2.19 Each Bidder, the Preferred Bidder and the Contractor, including, in each case, if applicable, the Prime Team Members and/or Joint Venture Participants, and each Guarantor will be required to comply with the integrity provisions described in the RFP and the Contract.

6.3 Criminal Record Verification

- 6.3.1 AECL may, at any time, request that a Respondent Consent to a criminal record verification or any or all individuals aforementioned within the time specified. Failure to provide such consent forms and associated information within the time period provided, or failure to cooperate with the verification process, will result in the Response being declared non-responsive and the Response will be rejected.

6.4 Terms of Engagement

- 6.4.1 Respondents must certify compliance with Annex C (Terms of Engagement) and provide the certification in Annex H (Acknowledgment) with the Response.

6.5 Acknowledgment

- 6.5.1 By submitting a Response, the Respondent certifies that the information submitted by the Respondent in Annex H (Acknowledgment) is accurate and complete. The Respondent must execute and include an executed Annex H (Acknowledgement) in its Response.



ANNEX A: General Scope Overview

1.1 Background on AECL

AECL is a federal Crown corporation mandated to enable nuclear science and technology, and to protect the environment by fulfilling the Government of Canada's radioactive waste and decommissioning responsibilities. AECL undertakes this work at several sites across Canada, with headquarters in Chalk River, Ontario. AECL delivers its mandate through long-term contracts with the private sector for the management and operation of its sites. This operating model, known as a Government-owned, Contractor-operated ("GoCo") model, is described in more detail in Annex B (AECL's GoCo Contracting Model).

NUCLEAR INNOVATION (NUCLEAR LABORATORIES)

AECL is focused on leveraging the successes of its past as well as future nuclear innovation to benefit Canada and Canadians. Working with industry, AECL is enabling the development of new technologies to advance SMRs, clean hydrogen and fusion all with a view to building on the success of CANDU and its already realized and potentially enhanced contributions to climate objectives, energy security and jobs. Advancements in nuclear medicine are being pursued in an effort to further revolutionize the diagnosis and treatment of disease. This includes supporting the research and development of new and promising nuclear health technologies, including new and emerging radiotherapies, diagnostics, and radiotheranostics such as Targeted Alpha Therapy.

Work in these areas is enabled by the vast and unique capabilities that reside at CNL and the Chalk River Laboratories, Canada's largest science and technology complex and host to nearly 3,000 employees. The work undertaken at the laboratories supports Canada's federal roles, responsibilities, and priorities in the areas of health, energy and climate change, the environment, safety and security. Services are also provided to industry and other third parties on a commercial basis.

The Chalk River site is currently undergoing an important renewal that will transform the site into a modern, world-class nuclear science and technology campus, thanks to an investment of \$1.3 billion over ten years by the federal government, beginning in 2016.

Through the work and capabilities of the Chalk River Laboratories, AECL and CNL can act as a conduit between the Government of Canada and private industry by identifying and facilitating opportunities for coordination between the public and private sectors to build support for initiatives that serve federal priorities, commitments, and goals.

ENVIRONMENTAL STEWARDSHIP (DECOMMISSIONING AND WASTE MANAGEMENT)

The objective is to safely and responsibly address the environmental responsibilities and liabilities which have resulted from legacy activities at AECL sites. These legacy liabilities are the result of decades of significant contributions and advancements in nuclear science which have benefitted Canadians and the world, including the development of the CANDU technology and the production of medical isotopes which are used in the diagnostic and treatment of cancer and other diseases. AECL is now focused on the decontamination and decommissioning of redundant structures and buildings, the remediation of contaminated lands and the management and disposal of radioactive waste at AECL sites, primarily at the Chalk River Laboratories and the Whiteshell Laboratories in Manitoba.



AECL is also responsible for the remediation and long-term management of sites contaminated with historic, low-level radioactive waste where the Government of Canada has accepted responsibility, most notably as part of the Port Hope Area Initiative. Responsible decommissioning and radioactive waste management is necessary to clean up AECL's sites, protect the environment, and make way for new buildings that will support the ongoing nuclear science and technology mission at the Chalk River site.

1.2 AECL Sites

The below table presents a list of AECL's main sites, including sites which are neither owned nor leased but under which AECL is undertaking clean up activities (e.g. Northern Transportation Route).

Name	Owned/Leased/Managed	Description
Chalk River Laboratories	Owned by AECL	Science and Technology site in Chalk River, Ontario with numerous facilities, ongoing research and decommissioning work.
Whiteshell Laboratories	Owned by AECL	Former research and technology site in Pinawa, Manitoba. Now a closure site undergoing decommissioning.
Nuclear Power Demonstration reactor	Owned by AECL	Former nuclear power reactor, now shutdown and being decommissioned.
Port Hope Area Initiative (PHAI)	AECL liability	The PHAI represents the Government of Canada's commitment to clean-up and safely manage historic low-level radioactive waste in the municipalities of Port Hope and Clarington. The majority of cleanup sites are not owned by AECL, however certain parcels of land (including those containing waste management facilities constructed for the work) are owned by AECL.
Douglas Point Reactor	Owned by AECL	A shutdown prototype nuclear power reactor located in Kincardine, Ontario within the Bruce Power site.
Gentilly-1	Owned by AECL	A shutdown prototype nuclear power reactor in Bécancour, Quebec.
Laprade Heavy Water Facility	Owned by AECL	Located next door to AECL's Gentilly-1 prototype reactor in Bécancour, Quebec. The site was formerly used for heavy water production and is currently being used to house AECL's heavy water inventory.
Northern Transportation Route	AECL liability	A former route between Port Radium, Northwest Territories and Fort McMurray, Alberta with small quantities of uranium ore from spillage and handling of uranium ore.



Name	Owned/Leased/Managed	Description
Canada's National Innovation Centre for Cyber Security	Leased by CNL (assets within are owned by AECL)	A facility located in Fredericton, New Brunswick, which supports research in cyber security to address government and industry priorities.

1.3 Annual Budget

Between 2016-17 and 2022-23, total annual CNL expenditures have ranged between \$800M and \$1.2B. It is expected that a similar budget will be made available to deliver the scope of the contract.

For more information on AECL and its activities (including those delivered by CNL under the GoCo model), please visit www.aecl.ca.

1.4 Detailed Consultations

- 1.4.1 Appendix 1 to Annex A is a draft of anticipated general requirements for the Contract (including the CNL Agreement) which will be among the topics for discussion during the detailed consultations.



APPENDIX 1 TO ANNEX A – GENERAL SCOPE OVERVIEW

1. Major Elements of Work

This section describes the anticipated major elements of work (“**Work**”) to be performed to manage Canadian Nuclear Laboratories for AECL under the GoCo model. The Contractor and CNL are expected to leverage the AECL Sites and Assets to continue the transformation that has been taking place since 2015.

Respondents are cautioned that this Appendix 1 to Annex A is only a high-level overview of the Work expected to be performed. This document is provided for information purposes to assist Respondents and is not a guarantee of volume or monetary value. A more detailed statement of Work will be provided to Qualified Respondents as part of the detailed consultations of the RFPQ Stage, and it is expected that the anticipated Work will form the basis of discussions between Respondents and AECL. A final statement of Work will be included in the Final Form of Contract, including the CNL Agreement in the RFP Stage.

AECL’s objective is that CNL leverage its capabilities and resources to successfully deliver on the ‘Primary Missions’ and their individual and collective purpose:

- **Science & Technology (S&T):** Strengthen CNL’s role as Canada’s National Nuclear Laboratories by delivering on federal priorities in science & technology, pursuing valuable collaborations and partnerships, and advancing nuclear innovation for the public good. Grow third party commercial services and revenues by leveraging existing capabilities and assets.
- **Decommissioning & Waste Management (DWM):** Optimize, with consideration for acceleration opportunities, decommissioning, environmental remediation and waste management activities to reduce AECL liabilities, as well as risks and costs over the long term; and
- **Site Development & Investment (Capital):** Deliver an integrated, optimally configured capital expenditure and asset management program. Ensure that AECL’s real property, sites, buildings and facilities are safely and securely managed, and capabilities, resources and infrastructure are maintained.

In undertaking the above, CNL is expected to:

- (a) Drive innovation through the enhancement and development of new collaborations across academic and research networks and national and international industries.
- (b) Leverage capabilities to deliver on federal research priorities and grow third-party revenues.
- (c) Continue the revitalization of the Chalk River Laboratories to transform it into a more efficient, modern nuclear science and technology campus.
- (d) Optimize the delivery of the decommissioning and waste management program to reduce AECL’s liabilities safely and cost effectively.
- (e) Build and maintain meaningful collaborative relationships with Indigenous communities based on healing and reconciliation.



- (f) Ensure that CNL sustains a robust health, safety, security and environment culture, that it compliant and efficiently managed, and that capabilities, resources and infrastructure required to satisfy AECL's mandate are maintained.
- (g) Drive organizational transformation and build the capabilities of CNL staff; and,
- (h) Optimize delivery and cost of site operations.

The Work to be performed by CNL under the CNL Agreement will be subject to AECL's existing contractual obligations and restrictions, including for greater certainty, its obligations and restrictions relating to the maintenance, use and exploitation of AECL's intellectual property, and in accordance with the applicable regulatory regime.

2. Science & Technology (S&T)

CNL executes assigned programs within its S&T mission to strive for the greatest possible impact on achieving AECL's mission objectives, managing S&T capabilities and exploiting intellectual property to meet these objectives, and bringing forward innovative concepts and research proposals that are aligned with AECL objectives.

CNL also delivers first-rate service to commercial customers, public and private stakeholders and the research community through effective planning, management and delivery of S&T programs.

2.1 Federal Nuclear Science & Technology ("FNST") Work Plan

S&T delivers an integrated, effective, project- based and customer-focused science and technology mission that serves the needs of the Government of Canada. Federal priorities are supported across four research themes:

- (i) **Health:** Supporting the development of biological applications, combatting disease, and understanding the implications of radiation on living things.
- (ii) **Safety & Security:** Enhancing national and global security, nuclear preparedness and emergency response.
- (iii) **Energy:** Supporting safe, secure, and responsible use and development of nuclear technologies.
- (iv) **Environment:** Supporting environmental stewardship and radioactive waste management.

The FNST Work Plan addresses federal nuclear priorities and needs while maintaining CNL S&T capabilities which are critical to government. The core needs of the Government of Canada tend to drive the infrastructure, skills and capabilities to be maintained at the laboratories, while changing policy interests and priorities of Government tend to inform what specific projects are undertaken in each theme.

CNL delivers the S&T activities under the FNST Work Plan, as determined by the Federal interdepartmental committees (led by AECL) and communicated by AECL to inform policy and decision-making. The project lists



and specific priorities are determined on a consensus basis across the 13 departments and agencies that have representation on two committees and four sub-committees. Participation in the FNST ranges in level from scientists to Assistant Deputy Ministers. These federal interdepartmental committees set the priorities and determine strategic direction and funding allocations to support the FNST Work Plan.

As required by AECL, CNL works with the Federal interdepartmental committees to assist in determining an ensemble of projects that will fit within the scope, budget and priorities of the FNST Work Plan, and, at the same time, help to support and maintain facilities and capabilities identified by the Federal interdepartmental committees as being important to ensure federal roles and responsibilities can be fulfilled.

CNL supports Canada's S&T needs, which includes performing work as directed by AECL or the Government of Canada to meet core federal responsibilities in nuclear S&T services, policy and advice and any other areas in which CNL has products, services and capabilities needed by Canada.

2.2 Pursuit of Nuclear Innovation for the Public Good

Outside of the FNST Work Plan certain funds may be available for lab-directed investment (with AECL approval) in S&T initiatives that will advance strategic objectives or capabilities and improve the stature of CNL. These investments leverage or enhance CNL facilities, capabilities, and resources for the benefit of Canada.

Work in this area will include continuing existing activities that demonstrate promise and value and maintaining a program that holistically reviews and pursues new opportunities and investments for the public good. Nuclear innovation efforts will be largely focused on contributing to better health outcomes through advancements in nuclear medicine and building a more sustainable energy system to contribute to Canada's climate goals, enhancing the safety and security of Canadians and supporting environmental stewardship. In many cases this funding is used to invest in opportunities or innovations that will result in commercial revenue or other long-term benefits to CNL.

Examples of these activities over the past number of years have included:

- Advancement of Actinium-225 isotope production in contribution to the development of advanced cancer treatment therapies
- Working with industry to demonstrate Small Modular Reactor technology at an AECL site
- Advancement of hydrogen production technologies and energy storage techniques

2.3 Leveraging Capabilities and Assets to Grow Third Party Commercial Revenues

CNL provides services and access to its unique expertise and facilities on a commercial basis in support of building a strong, vibrant and sustainable nuclear science and technology mission. The objective is to leverage AECL's Sites and Assets, including intellectual property, and leverage capabilities to attract third-party commercial revenues and associated margin. A key area of focus will be expanding and diversifying CNL's commercial portfolio and partnerships.



Similar to the focus areas in the FNST Work Plan, commercial opportunities in S&T for industry customers continues will be pursued in the areas of health, safety and security, energy, and environment. Currently, – with energy being is the single largest area of current work as well as the largest growth area. Work for industry customers includes energy-related services to the CANDU Owners Group, major utility companies, and new work in the light-water reactor market and nuclear medicine fields.

2.4 Collaborations & Partnerships

CNL is expected to demonstrate leadership and influence in the Canadian and international nuclear industry across the spectrum of government, academia, and private industry. Throughout the Work in S&T, it is expected that CNL will use Canada's National Nuclear Laboratories to create opportunities for cooperation across industry, governments, and academia. The goal is for the laboratories to be a nexus where stakeholders can come together to accelerate technology development and deployment, to reduce barriers to innovation, and to turn research into reality.

CNL will continue to strengthen relationships with academia via research collaborations, supporting fundamental research and innovation at the university and technical college level, establishing co-op and other recruitment programs to develop highly skilled and qualified personnel. Enhanced collaboration is intended to feed the Technological Readiness Level pipeline, allowing principles and concepts to be furthered via experimental proof of concept or laboratory trials. Key to this success will be clearer processes for engagement and fostering opportunities for shared infrastructure and capabilities.

CNL will strengthen relationships with industry via research and technology readiness collaborations and demonstrations, leveraging AECL's assets under various commercial frameworks where there is a clear benefit and value to Canadians. CNL is to be viewed as a trusted partner by private industry due to its commercial acumen, providing the bridge between needs in the private sector and foundational science carried out by academia. CNL will also continue to strengthen its partnerships with public research organizations and other national labs with the intent to look for opportunities for collaboration that will result in long-term benefits to CNL, AECL, and Canadians.

3. Decommissioning & Waste Management (DWM)

CNL will perform the DWM requirements in a manner that provides best value to Canada. CNL will aim to substantially reduce decommissioning liabilities and hazards in a risk-based, output-oriented, cost-efficient, and effective manner that focuses on acceleration of decommissioning scope and reducing maintenance and storage with surveillance costs. This work is to be carried out in a manner that is safe, compliant and ensures the long-term safety and security of the public and the environment.

3.1 Chalk River Laboratories

- *Infrastructure Decommissioning*: Liability and risk reduction are the key drivers for Chalk River Laboratories ("CRL") Infrastructure Decommissioning, involving the planning, characterization, regulatory requirements, and physical decommissioning of facilities and structures deemed non-keeper in nature.



- *Environmental Restoration:* This includes risk reduction of contaminated lands and long-term monitoring and surveillance of contaminated groundwater. Activities include the remediation of the Waste Management Areas, requiring feasibility studies necessary to determine the most appropriate remediation of ground contamination in areas where waste was directly buried in trenches, pits, standpipes or tile holes, or in areas surrounding above or below ground structures and plumes. This waste is to be retrieved, characterized, sorted and stored or disposed in the appropriate manner.
- *Waste Management, Processing, Storage and Disposal:* Comprises projects that cover a range of activities that ensure that waste management, processing and storage capabilities and disposal resources are available and operational to meet CNL needs. Scope activities include:
 - Collection, transport, storage and processing of liquid wastes.
 - Management and operation of various waste storage, processing and disposal facilities
 - Solid waste sorting, monitoring and processing for clearance, and ongoing execution of waste characterization services.
 - Low Level Waste (“LLW”) management, sorting and storage of LLW until such a time as a disposal facility becomes available as well as the construction of a near surface disposal facility at the Chalk River site, should required regulatory approvals be granted.
 - Intermediate Level Waste (“ILW”) management and storage, such as continuing to improve and provide waste storage areas through inspection, treating, sorting and/or repackaging waste in containers, as required, and executing further retrievals as needed. CNL will work with industry to support the agreed Integrated Waste Strategy for Canada in consideration of ILW disposal/end-state pathways to be advanced.
 - High Level Waste (“HLW”) management, continued progress to develop and implement a comprehensive strategy to enable optimal disposition paths for all fuel and special nuclear material managed by CNL. This Work involves working with the Nuclear Waste Management Organization (NWMO) to ensure that CNL will be able to prepare all used fuel to meet the NWMO Waste Acceptance criteria.

3.2 **Prototype Reactors**

Gentilly-1 and Douglas Point are shutdown prototype nuclear reactors owned by AECL and located in Bécancour, Quebec and Kincardine, Ontario, respectively. The reactors operated in the late 1960’s through the mid 1980’s to advance the understanding of CANDU power reactor technology. Both reactors are now shutdown and in a safe shutdown state prior to being fully decommissioned.

The overall scope of work associated with Douglas Point (DP) and Gentilly-1 (G-1) has two (2) primary functions:

- To maintain the sites in a safe shutdown SWS state as per their respective Waste Facility Decommissioning Licence and the Licence Condition Handbooks



- Advance the decommissioning of the buildings

3.3 Port Hope Area Initiative (PHAI)

The Port Hope Area Initiative represents Canada's commitment to clean up and safely manage historic low-level radioactive waste situated in the municipalities of Port Hope and Clarington, in Ontario. The objective is to safely relocate and manage roughly 2.1 million cubic meters of historic low-level radioactive waste and contaminated soils. To achieve this, two projects are in progress: the Port Granby Project and the Port Hope Project. Both involve the remediation of contaminated material and the construction of near surface long-term waste management facilities (one in each municipality, both now complete). Whereas the Port Granby Project is virtually complete, the Port Hope Project is significantly more complex and will remain ongoing beyond 2025 as it involves remediation of hundreds of residential properties and Port Hope's harbour and surrounding areas.

It is expected that as of the Commencement Date there will be ongoing work to complete remediation of private and municipal properties (known as small-scale sites) and management and operation of the long-term waste management facility in Port Hope. Ultimately this work is to be completed and the facility closed and capped and transitioned into Phase 3 (long term monitoring and maintenance).

The Port Granby project entered Phase 3 in 2021 and the work includes ongoing long-term monitoring and maintenance of the long-term waste management facility in the Municipality of Clarington.

3.4 Low Level Radioactive Waste Management Office (LLRWMO)

Through the LLRWMO, CNL is responsible for managing and reducing AECL's historic LLW liabilities (where the Government of Canada and AECL have accepted responsibility for historic LLW where the original owner no longer exists, and the current owner cannot reasonably be held responsible).

CNL performs environmental remediation at sites contaminated with historic LLW at AECL's request. As of the Commencement date it is expected that there will be some work ongoing in the area known as the Northern Transportation Route and in certain areas of the Greater Toronto Area.

3.5 Whiteshell

The Whiteshell Laboratories, located in Pinawa, Manitoba, is the second largest of AECL's sites operated by CNL and is scheduled for closure. It was established in 1963 as a research laboratory, with a focus on the largest organically cooled, heavy water moderated nuclear reactor in the world, the WR-1. Facilities also included a SLOWPOKE reactor as well as shielded hot cell facilities and other nuclear research laboratories.

Since 2015 and the implementation of a GoCo model for the management of AECL's Sites and Assets, the decommissioning of the Whiteshell Laboratories site has been accelerated. The current approach for decommissioning and closing the site includes a proposal to decommission the WR-1 reactor in situ. As of the time of writing, the licence hearing for in-situ decommissioning is expected to occur in 2023-24 and the site will not reach closure by the end of the current contract period (September 2025). Completion of closure activities will be part of the Work in the next contract period.



As of the commencement date, it is expected that there will be ongoing work to complete used fuel transfers to AECL's Chalk River Laboratories, waste retrievals from the standpipes and bunkers, in-situ disposal of the WR-1 reactor (assuming a successful licencing outcome), and environmental remediation of the site to achieve final closure.

3.6 Nuclear Power Demonstration (NPD) Reactor

The NPD reactor, located in Rolphton, Ontario, was the first Canadian nuclear power reactor and the prototype for the CANDU reactor design. For 25 years, the reactor produced low-carbon energy and operated as a training centre for nuclear operators and engineers from Canada and around the world. Operations at the NPD reactor ended in 1987 and the site is schedule for closure.

Since 2015 and the implementation of a GoCo model for the management of AECL's Sites and Assets, the decommissioning of the NPD reactor has been accelerated. The current approach for decommissioning and closing the site is based on a proposal to decommission the NPD reactor in situ. As of the time of writing, the licence hearing for in-situ decommissioning is forecast to occur in 2025. Completion of closure activities will be part of the Work in the next contract period.

As of the commencement date, assuming a successful licencing outcome, it is expected that in-situ disposal of the reactor and associated buildings may have started, with all the environmental remediation to achieve final closure of the site work remaining.

4. Site Development & Investment (Capital)

AECL's plans to revitalize the Chalk River Laboratories are based on CNL's ongoing assessments of infrastructure needs, including consideration for health, safety, security and environmental risks, current facility conditions, regulatory requirements and ongoing business needs. All investments are in support of the renewal and revitalization of the Chalk River site, as assessed by CNL and approved by AECL, to address deficiencies created by lower levels of capital investment historically.

Capital investments are intended to address two main areas of focus:

- New Science Infrastructure – these investments are part of a longer-term plan to revitalize the Chalk River site and construct new science facilities in order to build a modern, world-class nuclear science and technology campus that serves the needs of government and industry
- Site Infrastructure –Investments have been required to support existing and aging infrastructure systems and facilities at the Chalk River site such as potable water, storm sewer, sewage treatment, electrical system and other utilities. These investments are necessary to respond to regulatory and health, safety, security and environmental requirements, as well as to maintain a cost efficient and reliable site.

While undertaking these investments CNL is also responsible for maintaining a robust, agile and prioritized asset management program to maintain in good condition existing assets and infrastructure.



The Capital Work does not include infrastructure which directly supports decommissioning and waste management activities, as these are funded through the Decommissioning & Waste Management mission.

5. **General Services**

The anticipated scope of General Services is to provide those services that enable the safe, efficient, effective delivery of CNL's Work in S&T, DWM and Site Development and Investment. This includes all the supporting services required of most organizations and, additionally, those unique to licenced nuclear sites. Activities include:

- Maintaining a leading Health, Safety, Security & Environment (HSSE) program that includes management of security forces, fire protection, the health centre, radiation protection and dosimetry, emergency preparedness, environmental protection, and occupational health and safety.
- Managing the enabling corporate services functions, including human resources, finance, the Project Management Office (PMO), information technology, supply chain, legal etc.
- Managing site operations, including the oversight and maintenance of energy and utility networks at the Chalk River Laboratories, buildings and structures, road and grounds, as well as the fleet and equipment distribution network.
- Managing maintenance of site facilities and grounds.
- Enabling the Central Technical Authority whose role is to bring technical excellence across the organization through engineering support, compliance, quality assurance programs, performance assurance programs, management of nuclear materials and training and development.

6. **Reconciliation**

It is a priority of AECL and CNL to build collaborative relationships with Indigenous Peoples based on recognition of rights, respect, truth, cooperation, trust, and partnership.

CNL will continue to strengthen relationships with Indigenous peoples based on meaningful engagement, finding sustainable long-term benefits from economic development, and education and training for staff and management about the history of Indigenous peoples.

CNL will:

- Build deeper, mutually beneficial relationships with Indigenous communities to create trust and opportunities for collaboration.
- Increase representation of Indigenous employees.
- Enhance staff and management knowledge and understanding about the history of Indigenous Peoples and participation in Indigenous celebration events.



- Promote economic reconciliation and prosperity for Indigenous communities and businesses through engagement, collaboration and partnership.

The objective is for CNL to work with Indigenous peoples and communities and to strive toward greater inclusion of Indigenous people, perspectives and worldviews in its work.



ANNEX B: AECL's GoCo Contracting Model

Under the GoCo model, AECL owns the sites, facilities, assets, intellectual property and responsibility for environmental remediation and radioactive waste management. CNL is responsible for the day-to-day operations of the sites, is the employer of the workforce and responsible for all licences and permits. This allows for AECL's mandate to be delivered in a manner such that the Government and the private sector each play to their strengths. Under this model, AECL sets out 'what' scope is to be delivered, focusing on oversight of priorities and performance monitoring to drive value for Canada. The contractor determines 'how' to deliver this scope, drawing upon extensive international experience in managing and operating national laboratories, performing complex decommissioning and waste management activities and delivering capital construction projects. This specific model has been tailored for use in Canada taking into consideration important lessons learned in other jurisdictions over many years.

In the GoCo model both AECL (Owner) and CNL (Operator) are enduring entities with the Contractor being replaced via a competitive procurement process as contemplated by the Contract between AECL and the Contractor (at which point the shares of CNL are transferred from the 'old' Contractor to the 'new' Contractor).

AECL's primary role is oversight and acting as an agent of Government. AECL is a "smart buyer" responsible for administering and overseeing the GoCo Agreements, including:

- overseeing the Contractor's compliance with terms and conditions regarding the Contractor's ownership of CNL;
- negotiating an Annual Program of Work and Budget to deliver value to AECL and Canada and deliver on AECL's mandate within the funding profile approved by Government;
- Specifying annually how fees can be earned by the Contractor for performance by setting the Performance Evaluation and Measurement Plan (PEMP); and,
- measuring the performance of CNL and the Contractor against the Annual Program of Work and Budget and the Performance Evaluation and Measurement Plan and in relation to the other terms and conditions of the GoCo Agreements.

CNL is responsible for the day-to-day operations and management of all AECL sites. In that respect, it is:

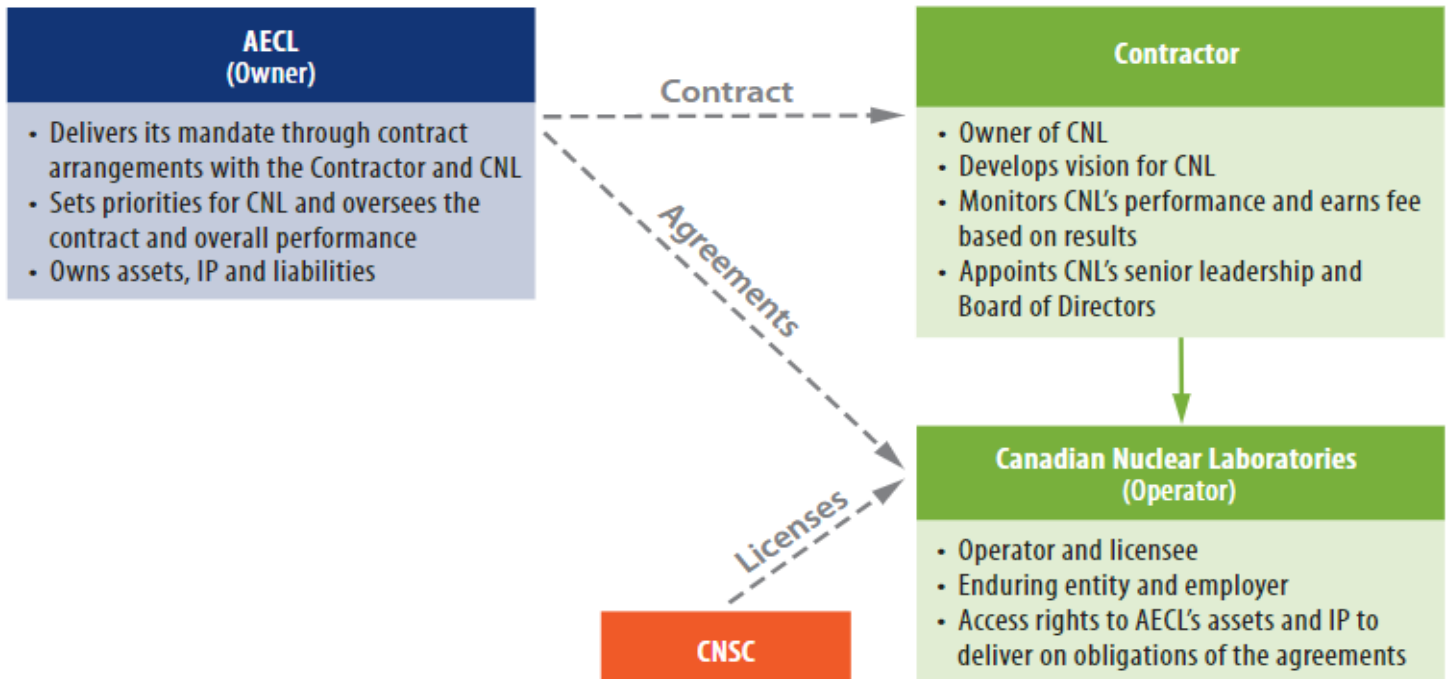
- responsible for planning, delivery and execution of the work in accordance with the terms of the agreements with AECL;
- the employer of the workforce, and responsible for all aspects of labour relations; and,
- responsible for holding and maintaining in good standing all necessary licences, permits and other regulatory approvals required to operate AECL's properties and assets.

The Contractor, as the owner of CNL, is responsible for:

- appointing CNL's management team;



- ensuring that CNL carries out its contractual obligations to AECL by employing best industry practices; and,
- affecting transformational change to achieve AECL's objectives.





ANNEX C: Terms of Engagement

Disclaimer: AECL reserves the right in its absolute and sole discretion to revise the content of this Annex C (Terms of Engagement) at any time and for any reason as the procurement process evolves.

1. Context

Atomic Energy of Canada Limited (AECL) is conducting a competitive procurement process to obtain the services of a Contractor to manage Canadian Nuclear Laboratories (CNL), which is responsible for operating AECL's Sites and Assets.

The purpose of these Terms of Engagement is to set out the terms governing the appropriate conduct of Respondents, Qualified Respondents and Bidders during the procurement process, with a view to maintaining the highest standard of openness, transparency and fairness. These Terms of Engagement also set out terms governing the non-binding detailed consultations between AECL and Qualified Respondents as part of the RFPQ Stage of the competitive procurement process.

2. Definitions

Capitalized terms used in these Terms of Engagement and not otherwise defined, have the meaning ascribed to them in section 1.3 (Terminology) of the RFPQ.

3. Application

These Terms of Engagement apply to Respondents, Qualified Respondents and Bidders, from the date of issuance of the RFPQ to the date of execution of the Contract. By providing a Response to the RFPQ, each Respondent, Qualified Respondent and Bidder agrees to comply with, and be bound by, these Terms of Engagement.

4. Principles

An overriding principle of this competitive procurement process is that it be conducted with the utmost fairness and transparency among all parties. No Respondent, Qualified Respondent or Bidder is to receive any unfair advantage over any other.

AECL strives to conduct the procurement process in a transparent manner. However, Respondents acknowledge that AECL has invoked the National Security Exception and some information cannot be disclosed by AECL. AECL will also consider whether any sensitive or confidential information provided by a Respondent, Qualified Respondent or Bidder will not be shared by AECL to any other Respondent, Qualified Respondent or Bidder, unless otherwise agreed upon in advance by the Respondent, Qualified Respondent or Bidder, as applicable. AECL, at its sole discretion, reserves the right to share any information provided by Respondents, Qualified Respondents or Bidders, including sensitive and/or confidential information, with employees and representatives of AECL or third-party consultants retained by AECL, subject to AECL obtaining its usual confidentiality undertakings from these third party consultants. This is limited to information that it considers necessary for the purposes of this procurement process.



All Respondents, Qualified Respondents and Bidders will be provided fair access to information provided by AECL. AECL will provide such information through the protected data room for Qualified Respondents who have signed the non-disclosure agreement in Annex G (Non-Disclosure Agreement) in this RFPQ and who satisfy certain security requirements, as required in section 4.2 (Security Clearance Requirements) of the RFPQ.

5. Use of External Advisors by AECL

In the context of this procurement process, AECL is receiving expert advice from third-party consultants and has retained the services of temporary agency personnel. Refer to section 2.18 (Conflict of Interest) for further guidance on conflict of interest and measures taken to protect the integrity of the competitive procurement process.

6. Terms of Engagement for the RFPQ Detailed Consultations

Please refer to section 1.6.1.1(e) in the RFPQ for more information on the detailed consultations.

In order to encourage open dialogue, Qualified Respondents agree to the following as part of the process that AECL anticipates to follow with detailed consultations. AECL reserves the right in its sole discretion to change the process set out below at any time:

- (a) An agenda with discussion topics and any available supporting documentation will be provided to Qualified Respondents in advance of each session.
- (b) AECL reserves the right in its sole discretion to prepare and distribute a summary of one on one discussions to all Qualified Respondents. However, should AECL distribute such a summary, no sensitive or confidential information provided by a Qualified Respondent to AECL will be shared with any other Qualified Respondent, unless otherwise agreed upon in advance by the Qualified Respondent. Qualified Respondents who participate in the detailed consultations are expected to discuss their views concerning this procurement process and to provide constructive feedback on the discussion topics. Every Qualified Respondent shall have equal opportunity to share its ideas and suggestions.
- (c) Respondents who become Qualified Respondents after the Second Response Intake Date or any subsequent Response Intake Dates will be allowed to provide feedback on topics previously covered in the detailed consultations but will not be granted additional time for detailed consultations.
- (d) All documents and information provided to Qualified Respondents who have qualified after the First Response Intake Date will also be provided to Qualified Respondents who qualified after the Second Response Intake Date or any subsequent Response Intake Dates.
- (e) Media cannot participate in one-on-one meetings or group sessions.
- (f) Notwithstanding initiating this procurement process and engaging with any Respondent or Qualified Respondent in any part of the RFPQ stage, AECL is not obligated to release any RFP.



- (g) If AECL does release an RFP, AECL is not bound by any process or terms and conditions of this RFPQ. The terms and conditions of the RFP shall be subject to AECL's sole discretion.
- (h) The procurement process is not a guarantee of any volume or monetary value for the Work. No contractual relationship is created by any Respondent providing a Response to this RFPQ or any Qualified Respondent providing a Bid to any RFP. AECL is not obligated to enter into a Contract with any Qualified Respondent, even if an RFP is released.
- (i) AECL will not reimburse any person or entity for any cost or expenses incurred in participating in the RFPQ including attending any detailed consultations. Respondents will bear the responsibility of their participation in this RFPQ.
- (j) Participation in the detailed consultations is not a mandatory requirement but Respondents are encouraged to do so.
- (k) The final Draft RFP may be released to all Qualified Respondents for comment as part of the detailed consultations. If required, AECL may organize a group session to discuss the Draft RFP or any other topic but is not obliged to do so.

7. Terms of Engagement by Category

7.1 Terms of Engagement with AECL and the Government of Canada (other than the Canadian Nuclear Safety Commission)

Communication with AECL or officials of Canada, including Ministers of the Crown, regarding all aspects of this competitive procurement process are limited to official communication channels through AECL. For clarity, the reference to officials of Canada refers to any Government of Canada employee or representative, including Ministers of the Crown. It includes, specifically, all public servants and elected officials.

In responding to requests for information or questions, AECL will endeavour to ensure that Respondents, Qualified Respondents and Bidders receive information in a timely manner.

If in the course of, or arising out of a one-on-one meeting, AECL provides a Qualified Respondent with information that would reasonably be considered to be new information with respect to this procurement process, then AECL will promptly provide such information to all Qualified Respondents.

AECL will not disclose proprietary or commercially-sensitive information concerning a Qualified Respondent with any other Qualified Respondent except and only to the extent required by law, or as agreed upon in advance with the Qualified Respondent. Any information provided by a Qualified Respondent to AECL that is of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such, except if agreed upon in advance with the Qualified Respondent or where AECL determines that the information is not of a proprietary nature. AECL will make best efforts to anonymize clearly-marked proprietary or commercially-sensitive information.



7.2 Terms of Engagement with AECL Employees

AECL employees act in accordance with AECL's Code of Conduct and in the context of this competitive procurement process, they are not to provide or disclose any information that may give a Respondent, Qualified Respondent or Bidder an unfair advantage or the perception of unfair advantage over any other Respondent, Qualified Respondent or Bidder.

AECL employees, as part of their day-to-day work, may be called upon to interact with entities who may be Respondents, Qualified Respondents, Joint Venture Participants, Guarantors, Prime Team Members, Respondent Representatives, Bidders or any other Person in this competitive procurement process. In that context, AECL employees and Respondents, Qualified Respondents or Bidders are advised to keep an appropriate separation between their regular business with AECL and this procurement process. Specifically, in the event that they are to interact with Respondents, Qualified Respondents, Joint Venture Participants, Guarantors, Prime Team Members, Respondent Representatives, Bidders or any other Person for business reasons other than the GoCo procurement, AECL employees have been advised not to discuss anything related to this procurement process.

7.3 Terms of Engagement with CNL Employees and/or Union Representatives

AECL will not preclude any Respondent, Qualified Respondent, Bidder or any of their respective Prime Team Members or representatives, from communicating and/or engaging employees of CNL or union representatives, including the proposal of CNL employees as key or non-key personnel as part of their Bid.

Notwithstanding the foregoing, CNL employees shall not assist the Respondent, Qualified Respondent or Bidder in the preparation of their Response or Bid and shall not disclose any confidential information that is not already available under this procurement process. Any unauthorized disclosure of confidential information by CNL employees must be disclosed to AECL. Further, the Respondent, Qualified Respondent or Bidder acknowledge that they shall not disclose any confidential information regarding this competitive procurement process to any CNL employees.

7.4 Terms of Engagement with the Canadian Nuclear Safety Commission

The Canadian Nuclear Safety Commission (CNSC) is the sole authority for regulating the use of all nuclear energy and materials in Canada pursuant to the *Nuclear Safety and Control Act*. The CNSC regulates the use of nuclear energy and materials to protect health, safety, security and the environment, and to implement Canada's international commitments on the peaceful use of nuclear energy.

Given that Respondents, Qualified Respondents and Bidders may have responsibilities under future CNSC licences and could be required to participate in the CNSC licensing process, the CNSC is offering to meet with the Respondents, Qualified Respondents or Bidders to help them understand the way in which nuclear energy is regulated in Canada. The CNSC is willing to interact with Respondents, Qualified Respondents and Bidders on an individual basis or as a group. Interactions will be limited to meetings held in Ottawa, teleconferences and videoconferences. AECL is not liable for any information that Respondents, Qualified Respondents or Bidders may receive from CNSC.



If there is sufficient interest from Respondents, Qualified Respondents and Bidders, the CNSC will organize a one-day regulatory group workshop. This workshop would be open to all Respondents, Qualified Respondents and Bidders and would offer a wide variety of information about the CNSC, the regulatory framework and the licensing process in Canada.

Interactions at workshops or one-on-one meetings will be conducted in such a manner as to not affect the integrity of the procurement process, to ensure that all Respondents, Qualified Respondents or Bidders are treated fairly and equally, and to ensure that the regulatory independence of the CNSC is maintained.

The CNSC will conduct all meetings in accordance with the following:

- (a) An agenda for the meeting will be established by the CNSC at least (10) calendar days prior to the meeting. Prior to establishing the agenda, the CNSC will ask Respondents, Qualified Respondents, or Bidders to identify issues for discussion with the CNSC.
- (b) All meetings will be open to representatives from AECL and its third party-advisors, to the extent that they elect to participate.
- (c) All material provided by the CNSC to Respondents, Qualified Respondents or
- (d) Bidders during meetings will be provided to all Respondents, Qualified Respondents or Bidders. Where the presentation material is of general interest to the public and other CNSC stakeholders, in the interest of transparency, the CNSC will post that material on its website.
- (e) All questions and responses at each of the meetings will be, to the extent practicable, summarized and will be made available to all Respondents, Qualified Respondents or Bidders, as well as to AECL. All other information regarding the meetings (such as names of attendees) will be kept confidential.
- (f) More detailed written responses may be provided by the CNSC at the request of a Respondent, Qualified Respondents, or Bidder, or where the CNSC chooses, and will be made available to all Respondents, Qualified Respondents or Bidders, as well as to AECL.
- (g) The CNSC will be prepared to provide general information on its regulatory and licensing activities. Topics could include the *Nuclear Safety and Control Act* and related regulations (including *CNSC Cost Recovery Fees Regulations*), licensing process, typical licences and conditions, the role of financial guarantees, and licence terms. The CNSC will not discuss any subject related to AECL's competitive procurement process, specific information on the existing licensee, nor will share any information that could prejudice future decisions of the Commission.

All interactions between Respondents, Qualified Respondents or Bidders and the CNSC are centralized and managed through the office of the Director General of the Directorate of Nuclear Cycle and Facilities Regulation. To request a meeting with the CNSC, please contact Kavita Murthy, Director General, Directorate of Nuclear Cycle and Facilities Regulation, at kavita.murthy@cnsccsn.gc.ca, or 613-222-1703.



7.5 Terms of Engagement with Communities and Other Stakeholders, and Indigenous Communities and Nations

Subject to compliance with these Terms of Engagement, AECL will not preclude any Respondent, Qualified Respondent, Bidder or any of their respective Prime Team Members, Joint Venture Participants, Guarantors or other representatives, from communicating or engaging with communities, other stakeholders and Indigenous communities and Nations. These may include, for example, local elected officials (except Ministers of the Crown), municipal or regional levels of government, local businesses or business associations, any other community, local, regional or economic stakeholder, as well as Indigenous communities and Nations.

AECL may also, in its sole and absolute discretion, communicate and engage with communities, other stakeholders and Indigenous Communities and Nations on any matter relating to the GoCo procurement process including but not limited to the Draft RFP or portions thereof. AECL is under no obligation to disclose any information arising from such engagements. Notwithstanding the foregoing, AECL will only disclose information arising from these engagements to the extent that it materially affects the RFPQ or RFP; such disclosure will be made available to all Respondents, Qualified Respondents and Bidders through MERX.

7.6 Terms of Engagement with the Media

Respondents, Qualified Respondents or Bidders will not reveal, discuss or disclose any information to the media regarding this procurement during the procurement process, except to confirm publicly available information. If Respondents, Qualified Respondents or Bidders receive a question from the media related to non-public information on the GoCo procurement process, they shall direct the media to contact the AECL media relations at communications@aecl.ca.



ANNEX D: Mandatory Technical Criteria

References to “dollars” or “(\$)” are in Canadian dollars.

Capitalized terms used herein and not otherwise defined shall have the meanings specified in the RFPQ.

- 1.1 Respondents must demonstrate how they meet the requirements contained in the RFPQ. Respondents are required to address clearly and in sufficient depth the elements that are subject to the evaluation criteria against which the Response will be evaluated. Simply repeating the statement contained in the RFPQ is not sufficient.
- 1.2 A project for the purposes of this Annex D is considered a set of activities carried out over a defined period of time with a set of objectives and resources. A project can be considered a temporary activity with a start and an end, a program of work, or ongoing activities for a defined period of time.
- 1.3 Subject to section 1.4 of this Annex D (Mandatory Technical Criteria), if the Respondent is comprised of a Respondent Team or a Joint Venture, the Respondent is required to identify which Prime Team Member or Joint Venture Participant has the required experience.
- 1.4 For the purposes of this Annex D (Mandatory Technical Criteria), AECL will also consider the experience of (i) a Person that Controls (as defined below) the Respondent, Prime Team Member or Joint Venture Participant (a “Parent”) to satisfy any of the mandatory technical criteria contained herein, subject to section 1.6 of this Annex D, or (ii) a Person other than the Respondent, Prime Team Member, Joint Venture Participant or Parent, as the case may be (hereinafter referred to as “Third Party”) to satisfy any of the mandatory technical criteria contained herein, subject to sections 1.5 and 1.6 of this Annex D.

“Control” is defined in this Annex D (Mandatory Technical Criteria) as with respect to a Person:

- (a) any other Person, or one or more other Persons acting jointly or in concert, having beneficial ownership (whether directly or indirectly through one or more Persons) of more than twenty percent (20%) of the voting shares or other ownership interests of the first Person,

or;

- (b) having the power (whether through ownership of voting shares or other ownership interests, by contract or otherwise) to elect a majority of the directors of a Person that is a corporation or otherwise control the decisions made by or on behalf of that Person.

- 1.5 AECL will consider the experience of a Third Party only where the Respondent, Prime Team Member, Joint Venture Participant or Parent was ultimately contractually responsible and liable for the performance by the Third Party of its obligations in connection with the relevant experience being relied upon for the evaluation of criteria. This ultimate responsibility must be demonstrated by virtue of the Respondent, Prime Team Member, Joint Venture Participant or Parent, as the case may be, having had the power or authority to direct, or cause the direction of, the management or actions of the Third Party through the ownership of voting securities (for example, the subsidiary of a Parent) or by contract (for example, a subcontract in the case of a Third Party that was a subcontractor of the Respondent, Prime



Team Member, Joint Venture Participant or Parent), in connection with the relevant experience being relied upon.

- 1.6 If the experience of a Parent or Third Party is being relied upon, the Respondent is required to include in the Response for the applicable Mandatory Technical Criteria: (a) the legal name of the Parent or Third Party that performed the work or services being relied upon to demonstrate the experience, (b) a detailed description of the relationship between the Parent or the Third Party, as the case may be, and the Respondent, Prime Team Member, Joint Venture Participant or Parent, as applicable, and (c) in the case of a Third Party, a demonstration of how the Respondent, Prime Team Member, Joint Venture Participant or Parent, as the case may be, was ultimately responsible for the performance by the Third Party of its obligations in connection with the relevant experience being relied upon.
- 1.7 In order to facilitate the evaluation of the Response, AECL requests that Respondents address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Respondents may refer to different sections of their Response by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 1.8 The total page count limitations for the Respondent's technical response to the Mandatory Technical Criteria is twenty-five (25) pages. Please refer to section 3.1.5 of the RFPQ.
- 1.9 The following table outlines the mandatory technical criteria and information that Respondents must provide in their Response to support their compliance to these criteria. Only Responses that meet these mandatory technical criteria will be eligible to be Qualified Respondents. AECL reserves the right in its sole discretion to waive compliance with any of these mandatory requirements but is not obliged to do so.

Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
M1	<p>The Respondent must demonstrate, in a single project, experience managing nuclear facilities. The facilities must: measure at least 92,903 m² or 1,000,000 ft² in aggregate area; and are permitted to be spread across up to five (5) separate geographic regions.</p> <p>Where more than five (5) geographic locations are provided, only the first five locations in order of appearance in the Response will be considered.</p> <p>Respondents must demonstrate this experience for a period of at least three (3) consecutive years within the ten (10) years prior to the RFPQ release date.</p>	<p>The Respondent is requested to clearly describe its experience in the project including:</p> <ul style="list-style-type: none"> Name of the client(s). Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. Description of experience, role of the Respondent in achieving the specific objectives of the project, and size and nature of 	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
		<p>nuclear facility(ies) managed.</p> <ul style="list-style-type: none"> • Description of the services rendered by the Respondent in managing the nuclear facilities. • Description of the approach and results related to the management of aging facilities and infrastructure including the assessment of operational risks and the establishment of priorities. • Start and end dates of the project (day, month and year). <p>Where more than one project is provided, only the first project in order of appearance in the Response will be considered.</p>	
M2	<p>The Respondent must demonstrate, in a single project, experience where the Respondent was ultimately responsible and accountable for the delivery of a licensed or regulated nuclear infrastructure project.</p> <p>Delivery of a licensed or regulated nuclear infrastructure project is defined as: building a new nuclear capital asset(s) or refurbishment(s) or improvement(s) to an existing nuclear capital asset(s); or contracting to others and overseeing the building of a new nuclear capital asset(s) or refurbishment or improvement of an existing nuclear capital asset(s).</p> <p>The licensed or regulated nuclear infrastructure project must be valued at a minimum of \$100 million in capital costs at the time of construction. In addition,</p>	<p>The Respondent is requested to clearly describe its experience in the project including:</p> <ul style="list-style-type: none"> • Name of the client(s). Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. • Description of the planned scope, timeline and budget at the outset of the project and the actual results achieved at its conclusion. • Description of the services rendered by the Respondent and the experience and role of the Respondent in achieving the 	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
	<p>the nuclear infrastructure project must have been completed in that the asset(s) were taken to full completion and were designed, built, commissioned, and made operational to perform their intended core function(s).</p> <p>Experience will only be considered for a single project that took place within the ten (10) years prior to the RFPQ release date.</p>	<p>specific objectives of the project.</p> <ul style="list-style-type: none"> • A clear description of how the Respondent successfully completed the commissioning element of the nuclear infrastructure project. • A clear description of how the work was completed in relation to the committed timeframe and budget. • Start and end dates of the infrastructure project (day, month and year). <p>Where more than one nuclear infrastructure project is provided, only the first project in order of appearance in the Response will be considered.</p>	
M3	<p>The Respondent must demonstrate experience managing 1,000 or more full-time equivalent unionized personnel for a period of at least five (5) consecutive years within the last ten (10) years prior to the RFPQ release date.</p>	<p>The Respondent is requested to clearly describe its experience including:</p> <ul style="list-style-type: none"> • Name of the organization(s) for whom the personnel were employed, the number of full-time equivalent personnel managed and the unionized status and affiliation(s) of personnel. • Name of the client or organizational reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. • Description of the experience of the 	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
		<p>Respondent and scope of responsibilities in managing the personnel, including collective bargaining, analysis of skills needed, workforce adjustments and redeployment (as applicable).</p> <ul style="list-style-type: none"> • Description of services rendered by the Respondent. • Start and end dates of the period of managing the personnel (day, month and year). 	
M4	<p>The Respondent must demonstrate experience managing a multi-disciplinary team of at least 500 full-time equivalent personnel performing scientific research (either basic or applied), development, demonstration, and/or innovation.</p> <p>Scientific research and development/innovation experience are to be in the following areas:</p> <ul style="list-style-type: none"> • energy; • health; • safety and security; and • environment. <p>Respondents must demonstrate this experience for a period of at least three (3) consecutive years within the ten (10) years prior to the RFPQ release date.</p>	<p>The Respondent is requested to clearly describe its experience including:</p> <ul style="list-style-type: none"> • Name of the organization(s) for whom the multi-disciplinary team worked. • Name of the client or organizational reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. • Description of experience of the Respondent and role in managing the personnel. • Description of the scientific research and development outputs generated by the team and its composition (number of people and degrees and qualifications). • Start and end dates of the period of the management of the personnel (day, month and year). 	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
M5	<p>The Respondent must demonstrate experience in:</p> <ul style="list-style-type: none"> a) Decommissioning of contaminated nuclear facilities and infrastructure which must include one of the following: <ul style="list-style-type: none"> ○ reactor; ○ irradiated fuel handling facility; ○ fuel handling / reprocessing facility; or ○ plutonium facilities and uranium enrichment facilities. b) Processing of waste streams that includes such activities as: segregation, characterization, treatment (e.g., volume reduce, chemically stabilize), or packaging for long term storage. c) Long-term management of waste in purpose-built waste storage or disposal / repository facilities. d) Successfully terminating a nuclear license, closed a site or placed a facility/site in long-term care and maintenance state. <p>Two (2) years of demonstrated experience in each of (a), (b), (c) and (d) above is required.</p> <p>Experience in each of (a), (b), and (c) must include the handling high-level waste, as defined by the International Atomic Energy Agency (IAEA), and at least one of two following waste classifications, as defined by the IAEA: low-level or intermediate-level.</p> <p>Experience must have been performed continuously for a minimum of two (2)</p>	<p>The Respondent is requested to clearly describe its experience in the projects including:</p> <ul style="list-style-type: none"> • Name of the client(s). • Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. • Description of projects and experience of the Respondent and role in achieving the specific objectives of the projects. • Description of types of hazards and risks involved, as well as completion state of project facilities or site. • Description of services rendered by the Respondent, including the waste classifications handled. • Start and end dates of the project (day, month and year). • Where more than one project is provided for each of (a), (b), (c), and (d), only the first three projects in order of appearance in the Response for each of (a), (b), (c), and (d) will be considered. 	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
	consecutive years for each of (a), (b), and (c) within the last ten (10) years prior to the RFPQ release date.		
M6	<p>The Respondent must demonstrate, in a single project, experience in setting objectives, scope, budget, schedule and/or a framework and ultimately delivering a research, development, demonstration and/or innovation (RD&D/innovation) project focused on:</p> <ul style="list-style-type: none"> developing, and extracting value from, new nuclear technology; or advancing science and technology. <p>The RD&D/innovation project(s) must be driven by a set of short-term deliverables that will achieve the long-term goals (long-term is defined as being realized after five (5) years or more).</p> <p>The RD&D/innovation project(s) must have had an annual budget of at least \$10 million for a minimum of three (3) consecutive years.</p> <p>Experience must have been performed continuously for a minimum of three (3) consecutive years and a minimum of five (5) years within the last ten (10) years prior to the RFPQ release date.</p>	<p>The Respondent is requested to clearly describe its experience in the project including:</p> <ul style="list-style-type: none"> Name of the client(s). Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. Description of experience of the Respondent and role in achieving the specific objectives of the project. Description of services rendered by the Respondent that includes a list of long term goals of the project, budget, and identifies the activities undertaken within the project to exploit technology and their outcomes. The description should be no longer than one page. Start and end dates and value of the project (day, month and year). <p>Where more than one project is provided, only the first project in order of appearance in the Response will be considered.</p>	Pass/Fail
M7	In a single project, the Respondent must demonstrate experience implementing organizational change impacting more	The Respondent is requested to clearly describe its experience in the project including:	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
	<p>than 2,000 full-time equivalent employees.</p> <p>Respondents must demonstrate this experience for a period of at least two (2) consecutive years within the last ten (10) years prior to the RFPQ release date.</p>	<ul style="list-style-type: none"> Name of the client(s). Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. Description of experience of the Respondent and role in achieving the specific objectives of the project. Description of the types, numbers and skills of corporate 'reachback' personnel provided to enable the organizational change. Description of the services rendered by the Respondent. Start and end dates of the project (day, month and year). <p>Where more than one project is provided, only the first project in order of appearance in the Response will be considered.</p>	
M8	<p>The Respondent must demonstrate, in a single project, experience in the management of an integrated approach for nuclear safety, health, security, environmental protection, conventional safety, radioactive waste management, and radiation protection on a project of at least \$100 million in value.</p> <p>Respondents must demonstrate this experience for a period of at least three (3) consecutive years within the last</p>	<p>The Respondent is requested to clearly describe its experience in the project including:</p> <ul style="list-style-type: none"> Name of the client(s). Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. Description of experience of the Respondent and role in 	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
	ten (10) years prior to the RFPQ release date.	<p>achieving the specific objectives of the project.</p> <ul style="list-style-type: none"> • Description of the services rendered by the Respondent. • Start and end dates of the project (day, month and year). <p>Where more than one project is provided, only the first project in order of appearance in the Response will be considered.</p>	
M9	<p>The Respondent must demonstrate experience operating a nuclear facility or overseeing nuclear operations with risks such as criticality, environmental releases or the spread of contamination. The experience should be related to conduct of operations, event analysis and the implementation of effective and resilient corrective actions.</p> <p>Respondents must demonstrate this experience for a period of at least three (3) consecutive years within the last ten (10) years prior to the RFPQ release date.</p>	<p>The Respondent is requested to clearly describe its experience in the project including:</p> <ul style="list-style-type: none"> • Name of the client(s). • Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. • Description of experience of the Respondent and role in overseeing operations of a nuclear facility; • Description of the nuclear operations including facility design, primary purpose(s), and major nuclear and safety risks. • Description of services rendered by the Respondent. • Start and end dates of the project (day, month and year). 	Pass/Fail
M10	The Respondent must demonstrate experience in managing complex and sometimes contentious multi-faceted	The Respondent is requested to clearly describe its experience in managing stakeholder and	Pass/Fail



Criterion ID	Mandatory Technical Criteria	Submission Requirements	Applicable Rating
	<p>stakeholder and Indigenous management engagement issues as part of the delivery of nuclear projects. Stakeholders include the regulator, local communities, government officials and intervenors. Indigenous communities include First Nations, Métis, Inuit, and/or Native American communities, organizations, Nations and/or tribes.</p> <p>Respondents must demonstrate this experience for a period of at least three (3) consecutive years within the last ten (10) years prior to the RFPQ release date.</p>	<p>Indigenous engagement as part of a nuclear project including:</p> <ul style="list-style-type: none"> • Name of the client(s). • Name of the reference (and an alternate reference should the first reference not be available if a reference check is conducted), telephone number, and email address. • Description of the project. • Description of the relevant stakeholders and Indigenous communities and their relation to the project. • Description of experience of the Respondent and role in overseeing stakeholder management and Indigenous engagement. • The engagements and results achieved. • Start and end dates of the project (day, month and year). 	



ANNEX E: Respondent Security Clearance Requirements and National Security Requirements

RFPQ Reference	Submission Requirements										
4.2.2.1	<p>Personnel Security Screening: For Respondents who have a valid personnel security screening at Reliability Status or greater issued by AECL or by Public Services and Procurement Canada's provide:</p> <table border="1"> <tr> <td data-bbox="280 489 345 525"></td><td data-bbox="345 489 1505 525">Name of Individual (Full Name):</td></tr> <tr> <td data-bbox="280 525 345 560"></td><td data-bbox="345 525 1505 560">Security Certificate ID Number:</td></tr> <tr> <td data-bbox="280 560 345 604"></td><td data-bbox="345 560 1505 604">Date of Birth</td></tr> </table>		Name of Individual (Full Name):		Security Certificate ID Number:		Date of Birth				
	Name of Individual (Full Name):										
	Security Certificate ID Number:										
	Date of Birth										
4.2.2.3	<p>Personnel Security Screening: Respondents who do not have a valid personnel security screening will be required to provide:</p> <table border="1"> <tr> <td data-bbox="280 730 345 766"></td><td data-bbox="345 730 1505 766">Company Name:</td></tr> <tr> <td data-bbox="280 766 345 802"></td><td data-bbox="345 766 1505 802">Name of Individual (Full Name):</td></tr> <tr> <td data-bbox="280 802 345 837"></td><td data-bbox="345 802 1505 837">Position Title:</td></tr> <tr> <td data-bbox="280 837 345 873"></td><td data-bbox="345 837 1505 873">Email address: Personal or Work</td></tr> <tr> <td data-bbox="280 873 345 919"></td><td data-bbox="345 873 1505 919">Contact number:</td></tr> </table>		Company Name:		Name of Individual (Full Name):		Position Title:		Email address: Personal or Work		Contact number:
	Company Name:										
	Name of Individual (Full Name):										
	Position Title:										
	Email address: Personal or Work										
	Contact number:										
4.2.3.1	<p>Designated Organization Screening: For Respondents whose companies have a valid Designated Organization Screening, provide Designated Organization Screening certificates.</p>										
4.2.3.2	<p>Designated Organization Screening For Respondents whose companies do not have a valid Designated Organization Screening, companies will be required to contact AECL separately to the following email address: corpsec@aecl.ca. AECL will provide the Respondent with a list of the information required to obtain an organization Screening.</p>										
4.2.4	<p>Personnel Security Where a Respondent is comprised of a more than one entity (e.g., a Respondent Team or a Joint Venture), each entity is requested to identify a prioritized list of individuals who will need screening in order to participate in the detailed consultations, and, if applicable, the RFP Stage of this procurement process.</p>										
4.3	<p>National Security References to Respondent in section 4.3 of the RFPQ (and reproduced below) are deemed to mean, and the provisions of section 4.3 of the RFPQ apply to and in respect of: (a) the Respondent (if the Respondent is a single entity); (b) each Prime Team Member and/or Joint Venture Participant (if the Respondent is comprised of a Respondent Team and/or Joint Venture); and (c) each Guarantor. The Respondent has provided the following detailed information about its organizational structure:</p> <table border="1"> <tr> <td data-bbox="280 1749 345 1822"></td><td data-bbox="345 1749 1505 1822">the jurisdiction in which the Respondent is legally organized (if the Respondent is an individual, then provide the Respondent's citizenship and country of residency);</td></tr> <tr> <td data-bbox="280 1822 345 1854"></td><td data-bbox="345 1822 1505 1854">the jurisdiction in which the Respondent's principal place of business is located;</td></tr> </table>		the jurisdiction in which the Respondent is legally organized (if the Respondent is an individual, then provide the Respondent's citizenship and country of residency);		the jurisdiction in which the Respondent's principal place of business is located;						
	the jurisdiction in which the Respondent is legally organized (if the Respondent is an individual, then provide the Respondent's citizenship and country of residency);										
	the jurisdiction in which the Respondent's principal place of business is located;										



		a list identifying all Persons that Control (as defined in section 4.3.11 of the RFPQ) the Respondent (each such Person, a "Controlling Person");
		the jurisdiction in which the Controlling Person is legally organized (if the Controlling Person is an individual, then provide the Controlling Person's citizenship and country of residency);
		the jurisdiction in which the Controlling Person's principal place of business is located.
		a corporate structure chart depicting the information requested in sections 4.3.6(c), (d) and (e)



ANNEX F: Procurement Code of Conduct

1. Purpose

AECL has a responsibility to conduct procurement activities in an open, fair and transparent manner, and to maintain the confidence of industry and the Canadian public about its procurement activities.

AECL is committed, and expects Respondents and Qualified Respondents, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by the International Labour Organization eight fundamental conventions and the United Nations Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights, and the Organization for Economic Co-operation and Development Guidelines for Multinational Enterprises.

AECL, as the Contracting Authority for the competitive procurement process to renew the contract for the management of Canadian Nuclear Laboratories, expects Respondents and Qualified Respondents to operate lawfully and conduct their activities in a socially and environmentally responsible manner by, at a minimum, meeting the expectations set forth in this Code of Conduct for Procurement ("**the Code**").

2. Definitions

Applicable laws and regulations

mean all national, local and other applicable laws and regulations that apply to the performance of the Contract, including but not limited to laws and regulations of the country where the service is provided.

Child labour

means any work that deprives young persons of their childhood, their potential and their dignity, and that is harmful to physical and mental development, and interferes with their schooling.

Code

means this Code of Conduct for Procurement.

Contracting Authority

means AECL.

Worker(s)

means any current or former labourer, employee, or staff member employed or contracted with by the Respondents and Qualified Respondents, including all foreign and migrant workers.

Forced labour

is all work extracted from a person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.



Human trafficking

involves the recruitment, transportation, harbouring and/or exercising control, direction or influence over the movements of a person in order to exploit that person, typically through sexual exploitation or forced labour.

Public servant(s)

means any person employed in the federal public sector, this includes the core public administration, Crown corporations and separate agencies.

Recruitment fees

or related costs refer to any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection.

Service(s)

means the provision of services to another with no day-to-day supervision or control by the Government of Canada. It normally implies the accomplishment of a specified job or task to achieve a prescribed objective.

Supply chain

is the network of organizations involved in the transformation and creation of a product from sourcing the raw materials, and manufacturing, to the main business selling the finished goods to consumers.

3. Application

The Code applies to Respondents and Qualified Respondents. It covers area where AECL expects a principled and ethical approach by Respondents and Qualified Respondents in managing social and environmental issues.

Respondents and Qualified Respondents are required to alert AECL as soon as they are made aware that they are in non-compliance with the Code. AECL may seek to work with Respondents and Qualified Respondents to address potential instances of non-compliance with the code. As a guiding principle, AECL will seek to work with Respondents and Qualified Respondents to ensure a sound understanding of expectations, and to address any apparent lack of compliance with the Code. If, however, Respondents and Qualified Respondents are unable or unwilling to comply with this Code, AECL reserves the right in its sole discretion, to take appropriate actions including, but not limited to, to seek more information or to deem a Response or a Bid to be non-responsive. If a Contract has been awarded, non-compliance with the Code will be deemed to be a default, and AECL reserves the right to terminate the Contract for default.

Respondents and Qualified Respondents are expected to apply the principles and expectations set forth in this Code to their main operations.

4. Ethics and professionalism



Respondents and Qualified Respondents must respond to AECL's RFPQ and participate in the detailed consultations on the Draft RFP in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFPQ and Draft RFP.

5. **Conflict of interest**

Expectations and requirements regarding conflicts of interest are set forth in section 2.18 (Conflict of Interest) of this RFPQ.

6. **Environmental protection**

Respondents and Qualified Respondents have a key role to play in advancing the Government of Canada's environmental agenda broadly, and AECL's sustainability objectives specifically. AECL's Environmental, Social and Governance ("ESG") objectives and targets are set out in its ESG Report, the most recent version of which is available on AECL's website at www.aecl.ca/reports-resources.

7. **Abuse and harassment**

Respondents and Qualified Respondents will ensure that all their interactions with their workers uphold the principles of dignity and respect. Physical, sexual, verbal harassment and/or violence, bullying, teasing or other aggressive behaviour are strictly prohibited. Respondents and Qualified Respondents are expected to foster and encourage a safe, positive, harmonious, and professional work environment in their interactions with their workers. The aforementioned principles apply equally to interactions with public servants.

8. **Human rights and labour standards**

AECL is committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by the International Labour Organization eight fundamental conventions and the United Nations Universal Declaration of Human Rights. AECL expects Respondents and Qualified Respondents to guarantee workers' labour and human rights in their main operations, including but not limited to:

8.1 **Terms of employment**

Respondents and Qualified Respondents are expected to provide workers with a written employment contract outlining the terms of employment, in a language understood by the employee.

8.2 **Wages and benefits**

Respondents and Qualified Respondents are expected to pay at least the legal minimum and overtime wages for hours worked. It is expected that wages be paid directly to the worker or to a worker-controlled account. Workers will not be charged any recruitment fees or related costs.

8.3 **Regular working hours and overtime hours**



If overtime is necessary, Respondents and Qualified Respondents are expected to inform workers of such employment precondition prior to the time of hire, in advance of the overtime shift, and they are expected to allow workers to refuse to work overtime without punishment, penalty or disciplinary action.

8.4 Discrimination

Respondents and Qualified Respondents must not engage in discriminatory hiring and employment practices based on race, nationality or ethnicity, colour, religion, age, sex (including maternity, pregnancy and the possibility of pregnancy), sexual orientation, gender (including gender identity or expression), marital status, genetic characteristics, disability, language, or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

8.5 Freedom of association and collective bargaining

If applicable, Respondents and Qualified Respondents are expected to grant their workers their right to join or form trade unions of their own choosing and to bargain collectively with their employer.

8.6 Grievance mechanism

Respondents and Qualified Respondents are expected to provide an anonymous and confidential method for all workers to raise concerns to senior management without fear of retaliation.

9. Indigenous rights

Respondents and Qualified Respondents will respect the rights and freedoms of Indigenous Peoples. If engaging in activities that may infringe upon Indigenous or treaty rights, Respondents and Qualified Respondents are expected to share this information with AECL, as early in the planning stages as possible. This will help to ensure open and authentic engagement with Indigenous Peoples and to safeguard constitutionally protected rights.

10. Human trafficking, forced labor and child labour

AECL is committed to uphold the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime. AECL expects Respondents and Qualified Respondents to respect their workers' workplace rights, and take steps to mitigate human trafficking risks and monitor compliance of labour and human rights in their supply chain.

10.1 Human trafficking

All Respondents and Qualified Respondents' workers will work voluntarily and not be subjected to any form of exploitation, such as human trafficking for the purpose of forced labour or sexual exploitation. Respondents and Qualified Respondents will not engage in any form of human trafficking activities.

10.2 Forced labour



Respondents and Qualified Respondents will comply with Canada's prohibition of forced labour and importation of goods produced, in whole or in part, by forced or compulsory labour. This includes forced or compulsory child labour and applies to all goods, regardless of their country of origin.

10.3 **Child labour**

All workers must be of at least the legal minimum age based on the applicable laws and regulations. Workers under the age of 18 shall not perform hazardous work that may jeopardize their health or safety. Hazardous work includes, but is not limited to, work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights or in confined spaces; work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads; work which may expose children to an unhealthy environment; work under difficult conditions, including long hours of work or work where the child is unreasonably confined to the premises of the employer.



ANNEX G: Non-Disclosure

THIS NON-DISCLOSURE AGREEMENT is entered into between:

ATOMIC ENERGY CANADA LIMITED, a federal crown corporation established by an Act of Parliament

("AECL", "we", "us")

AND

(the "Respondent", or if the Respondent is not a single entity but is instead comprised of a "Respondent Team" and/or a "Joint Venture", then each "Prime Team Member" and/or "Joint Venture Participant" comprising the "Respondent Team" (collectively referred to hereafter as the **"Respondent"**, **"you"**)

(each a **"Party"** and collectively the **"Parties"**)

WHEREAS:

- A. AECL is currently engaged in the process to procure services of a private sector contractor to manage the site operating company that will be responsible for the management and operation of AECL's Nuclear Laboratories under a Government-owned, Contractor-operated model (**"GoCo"**);
- B. Capitalized terms used in this Non-Disclosure Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Request for Pre-Qualification (**"RFPQ"**);
- C. AECL is the owner of certain confidential and proprietary information (defined below); AND
- D. AECL is willing to disclose and the Respondent is willing to accept disclosure, subject to the terms of this Non-Disclosure Agreement, the certain confidential and proprietary information for the purpose of evaluating the GoCo, preparing a Response and, if applicable, a Bid, participating in detailed consultations and for any other use permitted by the RFPQ, the Request for Proposals (**"RFP"**) or this Non-Disclosure Agreement (collectively, the **"Purpose"**).

NOW THEREFORE in consideration of the mutual covenants herein by which the Parties intend to be legally bound, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information. **"Confidential Information"** means all tangible and intangible information and materials, in any form or medium, received directly or indirectly in connection with or relevant to the GoCo, AECL, the RFPQ, the RFP and the procurement process generally, which information is non-public, confidential or proprietary in nature, including but not limited to:
 - (a) any such information that may have been provided previously to you by the Government of Canada, AECL or on AECL's behalf by a third party;



- (b) any such information learned by you from employees or agents of the Government of Canada and/or AECL or through inspection of AECL's property or records that, in each case, relates to the GoCo or the procurement process generally;
- (c) third party confidential information disclosed to you by the Government of Canada or AECL and all such information, whether provided orally or in writing and in whatever medium (including information contained in the data room), and regardless of whether specifically identified as "Confidential" or not;
- (d) any information related in any way to the business or technical affairs of AECL including without limitation any trade secrets, data, business plans, client lists, products, know-how, product formulations, services, methods of manufacture, technology, techniques, processes, procedures, protocols, assembly methods, methodologies, formulas, samples, concepts, compositions, designs, models, drawings, photographs, videos, graphs, tables, prototypes, apparatuses, illustrations, blueprints, specifications, schematics, instruction manuals, lists and charts whether disclosed orally, visually or in writing;
- (e) content of any discussions between you, if applicable, your Representative(s) (as defined below) and AECL and all analysis, compilations, data, studies or other documents or records prepared by you or your Representatives containing or based, in whole or in part, upon any Confidential Information furnished to you or your Representatives shall, in each case, be deemed to be Confidential Information and subject to the terms of this Non-Disclosure Agreement; or
- (f) any information disclosed by AECL to the Respondent in a document marked "PROTECTED", "PROTECTED – SENSITIVE", "CONTROLLED", "Confidential", "Proprietary" or with a similar legend indicating its confidential nature, or disclosed in circumstances in which a reasonable person would conclude that the information was intended by AECL to be treated as confidential. Oral or visual information shall be considered confidential if (a) AECL indicates it is confidential at the time of disclosure, or (b) it is obtained by the Respondent during a visit to an AECL security restricted site, including AECL's Chalk River Laboratories or Whiteshell Laboratories.

2. Use of Confidential Information. As a Respondent to the GoCo and related procurement process, AECL will share Confidential Information with you in order to facilitate the following:

- (a) your participation in the procurement process generally, including the RFPQ Stage of the procurement process and, if applicable, the RFP Stage of the procurement process;
- (b) your Response to the RFPQ Stage of the procurement process and, if applicable, your Bid for the RFP Stage of the procurement process;
- (c) if applicable, site visits, detailed consultations, meetings or any discussions during the RFPQ Stage including feedback from you on the Draft RFP, Draft Contract and draft statements of work; and
- (d) your preparation of a Response and, if applicable, a Bid.

3. Non-Application. Confidential Information does not include information that:



- (a) is or becomes generally available to the public other than as a result of a disclosure that is a breach of this Non-Disclosure Agreement;
 - (b) becomes available to you on a non-confidential basis from a source other than AECL, so long as that source is not, to your knowledge after reasonable inquiry, bound by a non-disclosure agreement with respect to the Confidential Information or otherwise prohibited from transmitting the Confidential Information to you by a contractual, legal or fiduciary obligation; or
 - (c) you are able to demonstrate was known to you on a non-confidential basis before it was disclosed to you by AECL.
- 4. Mandatory Disclosure. In the event that you or any of your Representatives becomes legally compelled to disclose any of the Confidential Information by an order, direction or similar action of a court or regulatory authority of competent jurisdiction, you must provide us with prompt written notice so that we may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Non-Disclosure Agreement. In the event that such protective order or other remedy is not obtained, or that we waive compliance with the provisions of this Non-Disclosure Agreement, you will furnish only that portion of the Confidential Information which is, in the written opinion of legal counsel, legally required to be disclosed and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
- 5. Confidentiality Obligations. You hereby acknowledge and agree that:
 - (a) the Confidential Information must be kept strictly confidential by you and your Representatives and must not, without AECL's prior written consent, be disclosed by you or your Representatives to any other person (as defined below), directly or indirectly, in whole or in part, unless otherwise permitted under this Non-Disclosure Agreement;
 - (b) the Confidential Information must only be used by you or your Representatives for the Purpose and must not be used directly or indirectly for any other purpose;
 - (c) the Confidential information must only be disclosed by you to individuals who have a need to know such information, and are employees of, other individuals working as independent contractors (either directly or through a corporate entity) for, or professional advisors of, the Respondent, Respondent's Affiliates or Respondent's subcontractors (provided the AECL procurement request documents do not disallow the use of subcontractors) provided all recipients within such classes are bound by law or are subject to agreements that provide obligations at least as protective of the Confidential Information as the provisions of this Non-Disclosure Agreement and the Respondent shall at all times remain responsible to AECL for the full performance of any obligations, and compliance with any restrictions, required by this Non-Disclosure Agreement;
 - (d) you shall protect the Confidential Information by using the same degree of care as the Respondent uses to protect its own confidential information of like nature, but no less than reasonable care, to prevent the unauthorized dissemination or publication and unauthorized use



of the Confidential Information. The Respondent shall only make copies of the Confidential Information as necessary to achieve the Purpose. The Respondent shall reproduce AECL's proprietary rights notices on all copies in the same manner in which such notices were set forth in or on the original. The mingling of Confidential Information with information that falls within one or more of the exceptions in paragraph 3 of this Non-Disclosure Agreement shall not impair the status of, or the obligations of confidence and non-use respecting, the confidential parts. The Respondent will not transfer any Confidential Information received hereunder to any country except in compliance with all applicable laws; and,

- (e) you shall restrict access to the Confidential Information and to transmit the Confidential Information only to individuals designated by you who need to know the Confidential Information for the Purpose who are informed of the confidential nature of the Confidential Information and who have the requisite security clearances required by AECL to obtain access to the classification of Confidential Information furnished by you to such individual (any such individual being referred to in this Non-Disclosure Agreement as a **"Representative"**).

The term "person" as used in this Non-Disclosure Agreement shall be broadly interpreted to include, without limitation, the media, unions, any individual, corporation, partnership, joint venture, syndicate, association, trust, governmental authority or other form of legal entity.

6. Restrictions. Without AECL's prior written consent, you and your Representatives will not disclose to any other person: (i) the content of discussions between you, your Representative(s) (if applicable) and AECL relating to the GoCo, the procurement process generally, including the RFPQ stage of the procurement process or, if applicable, the RFP Stage of the procurement process; and, (ii) the name of any other person that is participating in the discussions with you, your Representative(s) (if applicable) and AECL, unless and only to the extent that disclosure is required to be made under applicable laws by an order of a court or regulatory authority of competent jurisdiction, provided that you will provide AECL with reasonable advance notice prior to making such disclosure and paragraph 5 of this Non-Disclosure Agreement shall apply.
7. Return or Destruction of Confidential Information. With respect to the Confidential Information, you acknowledge and agree that within three (3) calendar days of a request from AECL, you will deliver to us or destroy, if so requested by us, all Confidential Information in your possession or in the possession of your Representatives without retaining copies thereof unless required by applicable law to do so (such destruction to be certified promptly in writing to us by your authorized officer supervising such destruction). In such event, within the same time period, you must ensure that all other documents or records (whether in writing or stored in computerized, electronic, disk, tape, microfilm or any other form) in your possession or in the possession of your Representatives constituting or containing Confidential Information created by or for you are destroyed or erased, as the case may be (such destruction to be certified promptly in writing to us by your authorized officer supervising such destruction). Notwithstanding any such return or destruction of the Confidential Information, you and your Representatives will continue to be bound by your and their obligation of confidentiality under this Non-Disclosure Agreement.



8. No Representation or Warranty. You acknowledge that AECL hereby does not make any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and AECL is under no obligation to update the Confidential Information or to correct any errors or inaccuracies in, or omissions from, any Confidential Information provided to you. You further agree that AECL shall have no liability, direct or indirect, to you or to any of your Representatives as a result of the use of the Confidential Information by you or your Representatives.
9. No Property Rights. You hereby agree and acknowledge that all rights in the Confidential Information remain the exclusive property of AECL and you do not and will not acquire any interest, title, right of license in or to any intellectual property rights of AECL. No interest, title, license or any right respecting the Confidential Information, other than as expressly set out, is granted to the Respondent. This Non-Disclosure Agreement does not (a) require AECL or the Respondent to enter into any other business relationship with the other, (b) create any agency, partnership, employment, joint venture or other relationship between the Parties, or (c) require AECL to purchase any service or item from the Respondent. Respondent shall not license, sell, transfer, provide, or otherwise make available to, or use for the benefit of, a third party, any or all parts of the Confidential Information, and shall not reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to Respondent hereunder.
10. Liability and Equitable Relief. You acknowledge and agree that a breach of any of the covenants or provisions contained herein is deemed to cause AECL to suffer irreparable damages, irreparable harm or loss which could not be adequately compensated for by damages and that we may, in addition to any other remedy or relief, enforce the performance of this Non-Disclosure Agreement by injunction or specific performance or other equitable relief, for which you hereby agree and acknowledge that you will be jointly and severally liable (if applicable), upon application to a court of competent jurisdiction without proof of actual damage to us or the requirement of posting a bond or security. Such equitable remedies shall be in addition to and not in lieu of any other appropriate relief available to us in law or equity. It is further understood and agreed that no failure or delay by us in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.
11. Severability. In the event that a particular provision of this Non-Disclosure Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the Agreement and shall not affect the validity of this Non-Disclosure Agreement as a whole or any of its other provisions. The Parties hereto agree to replace such invalid provision with a new provision that has the most nearly similar permissible, economic, or other effect. The insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
12. Governing Law, Attornment. This Non-Disclosure Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the jurisdiction of the Federal Court of Canada with respect to any matter relating to this Non-Disclosure Agreement.



13. Assignment and Successors. You shall not assign this Non-Disclosure Agreement or any part hereof without the prior written consent of AECL. AECL may assign this Non-Disclosure Agreement at any time upon notice to the Respondent. All terms and conditions of this Non-Disclosure Agreement shall be binding on and enure to the benefit of the successors and permitted assigns of the Parties.
14. Counterparts. This Non-Disclosure Agreement may be validly executed and delivered in any number of counterparts, all of which taken together shall constitute one and the same Non-Disclosure Agreement and each of which shall constitute an original. The Non-Disclosure Agreement and its executed counterparts must be included in the Response and submitted via MERX.
15. Notice. Any notice require or permitted to be given with under this Non-Disclosure Agreement may be sent to the Parties' primary representatives below:

AECL Representative: Amanda O'Haire
Contracts Analyst
aohaire@aecl.ca
343-303-0513

Respondent Representative:

Either Party may change their primary representative by written notice (including email) to the other. Notices shall be deemed received upon delivery before 5:00 p.m., after which delivery shall be deemed received on the following day. Notwithstanding the foregoing, any notice procedures required under this Non-Disclosure Agreement are separate and apart from any notice or communication instructions required under the RFPQ.

16. Term, Survival. This Non-Disclosure Agreement shall commence from the date of the last signature as set out below and shall continue for a period of three (3) years, subject however to the proviso that AECL may terminate this Non-Disclosure Agreement at any time upon written notice to you. Notwithstanding the expiry or termination of this Non-Disclosure Agreement for any reason, the terms and conditions of this Non-Disclosure Agreement, including without limitation, the obligations of confidentiality and restrictions on use shall continue to apply to all Confidential Information until such time as such information is no longer Confidential Information in accordance with paragraph 3 of this Non-Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Non-Disclosure Agreement to be executed by its duly authorized representative.

[INSERT RESPONDENT LEGAL NAME]

By: _____
Name: _____
Title: _____
Date: _____



ATOMIC ENERGY OF CANADA LIMITED

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



ANNEX H: Acknowledgment

Respondents must execute the Acknowledgement and include a signed copy in the Response.

RESPONDENT ACKNOWLEDGMENT OF THE TERMS OF THE RFPQ

The undersigned is a duly authorized representative of the Respondent, including the Prime Team Members Joint Venture Participants and Guarantors, and has the authority to sign this Respondent Acknowledgment of the Terms of the RFPQ (the “**Acknowledgment**”) on behalf of such Respondent.

The Respondent hereby certifies, declares and acknowledges that:

1. All of the representations, warranties, and information contained in the Response are true, accurate and complete.
2. Respondent has examined all of the documents in this RFPQ and confirms that it has received all pages of all documents, including, without limitation, all annexes, appendices, schedules and addenda attached thereto. Respondent confirms acceptance of all of the documents and that its Response is based on the terms and conditions set out in the RFPQ. Respondent accepts and agrees to be bound by all of the terms and conditions set out in the RFPQ.
3. Respondent agrees to respond to the RFPQ in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFPQ and certifies that it is able to fulfill all obligations of the RFPQ.
4. Respondent confirms that it has legal capacity and the appropriate consent and authority to submit a Response to this RFPQ. (If a Joint Venture) The Respondent Representative acknowledges and agrees that it has the authority to bind the Joint Venture and each Joint Venture Participant to the formal agreement on a joint and several basis.
5. Respondent certifies that it is aware that AECL may request additional information, certifications, consent forms or other evidentiary elements to prove or verify identity and/or eligibility. Respondent acknowledges that AECL may also verify the information provided by the Respondent through independent research, use of any government resources or by contacting third parties.
6. Respondent, to the best of its knowledge and after due inquiry, represents and certifies that neither the Respondent, its Prime Team Members, Joint Venture Participants, Guarantors, nor any employee therein engaged for this RFPQ including the Response (including for such employees in their personal capacities), have a perceived, potential or actual conflict of interest or unfair advantage in respect of this RFPQ. By submitting a Response to the RFPQ, the Respondent represents and warrants that the Response was prepared without any violation of section 2.18 (Conflict of Interest) in this RFPQ. Respondent understands and agrees that compliance with this paragraph is required on an ongoing basis in the procurement process and will keep AECL informed and updated of any changes that may affect such compliance.



If the Respondent is unable to certify any or all of the items listed in this paragraph 6, then the Respondent must provide an explanation with particulars below:

(Respondent to insert response, if applicable)

7. Respondent certifies that it has read and understands section 6.2 (Integrity Provisions) in this RFPQ. Respondent confirms and acknowledges that neither the Respondent, its Prime Team Members, Joint Venture Participants, Guarantors, nor any other individual listed in section 6.2.5 of this RFPQ involved in this RFPQ have engaged in any of prohibited conduct, offences or circumstances outlined in section 6.2 in this RFPQ. Respondent understands and agrees that compliance with this paragraph is required on an ongoing basis in the procurement process and will keep AECL informed and updated of any changes that may affect such compliance.

If the Respondent is unsure or unable to certify any or all of the items listed in this paragraph 7, then the Respondent must provide an explanation with particulars below:

(Respondent to insert response, if applicable)

8. If Respondent is unable to certify compliance as described in paragraph 7 above, Respondent certifies that the Respondent, its Prime Team Members, Joint Venture Participants, Guarantors, or any other individual listed in section 6.2.5 engaged in this RFPQ have diligently put in place measures to prevent the recurrence of any such prohibited conduct, offences or circumstances outlined in section 6.2 (Integrity Provisions) in this RFPQ.
9. Respondent confirms and certifies that none of the circumstances listed under section 2.17.1 of this RFPQ, which may serve as grounds for AECL to reject the Response, are applicable to the Respondent, its Prime Team Members, Joint Venture Participants or Guarantors. Respondent understands and agrees that compliance with this paragraph is required on an ongoing basis in the procurement process and will keep AECL informed and updated of any changes that may affect such compliance.



If the Respondent is unable to certify any or all of the items listed in this paragraph 9, then the Respondent must provide an explanation with particulars below:

(Respondent to insert response, if applicable)

10. Respondent acknowledges and accepts the obligations set out in the RFPQ, including the limitation of damages set out in section 2.24 (No Liability).
11. Respondent acknowledges and confirms its acceptance of the National Security Requirements assessment process under section 4.3 (National Security Requirements) of this RFPQ and that AECL's determination resulting from that process is final. Respondent hereby agrees that it will not commence any legal proceeding regarding any determination made by AECL under the National Security Requirements assessment process.
12. Respondent has disclosed all material or pending actions, suits, or proceedings and clearly described how any damages or material adverse effects would be supported.
13. Respondent, to the best of its knowledge, has complied with the provisions of any confidentiality or non-disclosure agreement entered into in connection with the RFPQ.
14. Respondent acknowledges that the financial information provided under section 4.4 (Financial Capability) of this RFPQ is accurate and complete.
15. By submitting a Response, Respondent agrees to comply with and be bound by the Terms of Engagement outlined in Annex C (Terms of Engagement).
16. Respondent confirms that we have not discussed or communicated, directly or indirectly, with any other Respondent or their Prime Team Members, Joint Venture Participants or Guarantors, any information whatsoever regarding the preparation of our Response or the preparation of any other Respondent. We have prepared and submitted our Response independently and without connection, knowledge, comparison of information or arrangement, direct or indirect with any other Respondent and without fraudulent or wrongful practices.
17. None of the information or materials contained in the Response infringes upon the intellectual property rights of third parties.
18. Respondent acknowledges and agrees that this RFPQ in no way whatsoever creates a legal relationship or creates any contractual obligation between AECL and the Respondent. This RFPQ does not constitute an offer to enter into the Contract or a guarantee of volume or value of work, and the submission of a Response by any Respondent does not bind or obligate AECL to proceed with the RFP Stage.



19. Respondent understands and acknowledges that the issuance of any Contract at the end of the Contract Finalization Stage will be contingent and conditional upon budget or funding approval and allocation by the Government of Canada. If such approval is not given, no Contract will be awarded.
20. Respondent agrees that it will bear its own costs in respect to its participation in the RFPQ or RFP, any of the Intake Dates and any subsequent stages or phases of the procurement process. For further clarity, no payment will be made by AECL for any costs incurred by any Respondent, or any person acting on behalf of the Respondent.
21. Respondent consents to the disclosure on a confidential basis of the Response to AECL's consultants, service providers or other advisors retained for the purpose of the RFPQ and RFP.
22. Respondent understands that this Acknowledgement is a required element of the RFPQ and that the Response may be rejected and not evaluated if the Acknowledgement is not properly executed and included in the Response.
23. Respondent understands that compliance with the certifications provided by the Respondent in its Response is a condition of the RFPQ and subject to verification by AECL at any time. Respondent acknowledges and agrees that any false declarations or certifications provided in the Response will be deemed a default and AECL may in its sole discretion reject any Response, disqualify any Qualified Respondent and/or terminate any formal agreement for default.

If a Response is submitted by a Respondent comprised of a Respondent Team and/or Joint Venture, then the Response must be signed in handwriting by all Prime Team Members and/or Joint Venture Participants, as applicable. Please refer to clause 3.1 (Response Preparation Instructions).

Respondent Representative:

Legal Name of Respondent Representative:	
Address and Contact Information:	
Name of Authorized Signatory:	
Title of Authorized Signatory:	
Signature of Authorized Signatory:	
Date:	

**Respondent (if a single entity):**

Legal Name of Respondent:	
Address and Contact Information:	
Name of Authorized Signatory:	
Title of Authorized Signatory:	
Signature of Authorized Signatory:	
Date:	

Prime Team Members and Joint Venture Participants:

The following Prime Team Members and/or Joint Venture Participants represent that they collectively comprise the Respondent:

Legal Name of Prime Team Member or Joint Venture Participant:	
Address and Contact Information:	
Name of Authorized Signatory:	
Title of Authorized Signatory:	
Signature of Authorized Signatory:	
Date:	

(Please add additional Prime Team Member and Joint Venture Participant signature blocks as applicable)

Please select the Respondent's preferred language for communications with AECL during the procurement process, as described in detail in section 1.6 (Procurement Process Overview) of this RFPQ:

English ☐ French ☐



ANNEX I: Response Preparation Checklist

The purpose of this checklist is to assist Respondents in preparing their Response. It is the Respondent's sole responsibility to ensure that they provide all information necessary to respond to all requirements of the RFPQ.

Capitalized terms used herein and not otherwise defined shall have the meanings specified in the RFPQ.

In the event of a discrepancy between the wording of this checklist and the RFPQ or any other document included in the RFPQ, the wording of the RFPQ or other document included in the RFPQ will have priority over the wording of this checklist.

Overall Response Checklist

RFPQ Reference	Submission Requirements
3.1	Responses includes the following elements:
	<input type="checkbox"/> Part I: Respondent Legal Status
	<input type="checkbox"/> Part II: Security Clearance Requirements
	<input type="checkbox"/> Part III: National Security Requirements
	<input type="checkbox"/> Part IV: Financial Information
	<input type="checkbox"/> Part V: Integrity Provisions
	<input type="checkbox"/> Part VI: Technical Response
	<input type="checkbox"/> Part VII: Non-Disclosure Agreement
	<input type="checkbox"/> Part VII: Certifications
	<input type="checkbox"/> The Response has been formatted in accordance with the formatting instructions described in sections 3.1.1., 3.1.3, 3.1.4 and 3.1.5 of the RFPQ.

Detailed Check list – Part I: Respondent Legal Status

RFPQ Reference	Submission Requirements
2.6	Legal Capacity – Respondent that is a Single Entity
	<input type="checkbox"/> If a Respondent is a single entity, it has the legal capacity to contract.
	<input type="checkbox"/> If the Respondent is not an individual, the Respondent has provided a statement and any requested supporting documentation (e.g., official incorporation certificate) indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.
	<input type="checkbox"/> A Respondent has identified the name of its Respondent Representative and Guarantor(s).
2.7	Legal Capacity – Prime Team Members and Joint Ventures
	<input type="checkbox"/> If a Respondent is not a single entity, it has indicated that it is comprised of a Respondent Team or that it is a Joint Venture, as the case may be, and has provided the following information:



RFPQ Reference	Submission Requirements	
	<input type="checkbox"/>	The name and address of each Prime Team Member, and/or Joint Venture Participant, as the case may be, and all direct and indirect ownership interests in each of the foregoing (provided that if a direct or indirect owner is itself publicly owned, it is only necessary to identify those individuals or entities that own or control at least 20% of the outstanding voting shares).
	<input type="checkbox"/>	A description of the proposed overall Respondent structure, including a description of the roles for each of the Prime Team Members and/or Joint Venture Participants, the legal relationships within the Respondent (e.g., shareholdings, joint venture agreements, teaming agreements, proposed subcontractor relationships).
	<input type="checkbox"/>	An organizational chart showing at the corporate level, the organization of the Respondent.
	<input type="checkbox"/>	The Procurement Business Number of each Prime Team Member and Joint Venture Participant.
	<input type="checkbox"/>	In respect of each Prime Team Member and/or Joint Venture Participant, all of the documents and information referred to in Section 2.7.2 of the RFPQ that are required to be submitted by a Respondent that is a single entity.
	<input type="checkbox"/>	The name of any Guarantor(s); and the name of the Respondent Representative.
	<input type="checkbox"/>	Acknowledge if awarded contract, all members of JV are jointly and severally liable.

Part II: Security Clearance Requirements

RFPQ Reference	Submission Requirements	
4.2	Security Clearance Requirements	
	<input type="checkbox"/>	The Respondent has included the information specified in Annex E (Respondent Security Clearance Requirements and National Security Requirements) to the RFPQ.

Part III: National Security Requirements

RFPQ Reference	Submission Requirements	
4.3	National Security Requirements	
	<input type="checkbox"/>	The Respondent has included the information specified in Annex E (Respondent Security Clearance Requirements and National Security Requirements) to the RFPQ.



Part IV: Financial Information

RFPQ Reference	Submission Requirements
4.4	Financial Information
	<input type="checkbox"/> To determine the Respondent's financial capability, the Respondent is required to submit the financial information detailed below as part of its Response. If the Respondent is not a single entity and is comprised of a Respondent Team and/or Joint Venture, the financial information required by the Contracting Authority and described in section 4.4.4(a) to (e) of the RFPQ (and reproduced below) should be provided by each Prime Team Member and Guarantor, as applicable. All references to the Respondent in sub-sections 4.4.4(a) to (e) of the RFPQ (and reproduced below) are deemed to be references to each Prime Team Member and Guarantor.
	<input type="checkbox"/> Audited financial statements for the Respondent's five (5) most recently completed fiscal years, or for the years that the Respondent has been in business if this is less than five (5) years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
	<input type="checkbox"/> Quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two (2) months before the date of Response submission.
	<input type="checkbox"/> A comprehensive credit report prepared by an independent third party business credit service.
	<input type="checkbox"/> Certification from the Chief Financial Officer or an authorized signing officer of the Respondent that the financial information provided is complete and accurate, including disclosure of the following:
	<input type="checkbox"/> Any material existing or potential claims, litigation or proceedings against the Respondent. In the event that there are material existing or potential claims, litigation or proceedings, the Respondent is requested to describe how such potential damages will be supported.
	<input type="checkbox"/> Confirmation that there is no material adverse change that is not otherwise disclosed in the financial information.
	<input type="checkbox"/> For entities debt-rated by a credit rating agency, a copy of the most recent credit rating report (including credit warnings produced since the publication of said report) from each agency that rates the Respondent's debt, or confirmation that no such ratings exist.
	<input type="checkbox"/> A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Respondent outlining the total of lines of credit granted to the Respondent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which AECL requests this information.
	<input type="checkbox"/> The Response should include a letter of support from each Guarantor confirming its intention to comply with the requirements and obligations of the Guarantors described in this RFPQ if, as and when they arise, including with respect to the delivery of the Guarantees.



Part V: Integrity Provisions

RFPQ Reference	Submission Requirements
6.2	Integrity Provisions
	<input type="checkbox"/> Respondents must certify compliance with Annex F (Procurement Code of Conduct) and provide the certification in Annex H (Acknowledgment) with the Response.
	<input type="checkbox"/> A Respondent that is incorporated has provided a complete list of names of all individuals who are currently directors thereof.
	<input type="checkbox"/> If a Respondent that is a single entity is a sole proprietorship, the Respondent is requested to list the name of the owner of such sole proprietorship with his/her Response or promptly thereafter.

Part VI: Technical Response

RFPQ Reference	Submission Requirements
Annex D – Mandatory Technical Criteria	Mandatory Technical Criteria
	<input type="checkbox"/> The Respondent has included the information specified in Annex D (Mandatory Technical Criteria) to the RFPQ to demonstrate their experience.
	The Respondent must provide primary and alternate references for claimed experience as outlined in Annex D (Mandatory Technical Criteria).
	The Response has been formatted in accordance with the formatting instructions described in section 3.1.5. of the RFPQ (the total page count limitation is twenty five pages, not including the table of contents or title page)

Part VII: Non-Disclosure Agreement

RFPQ Reference	Submission Requirements
2.19 & Annex G	Non-Disclosure Agreement (NDA)
	<input type="checkbox"/> The Respondent, or if the Respondent is not a single entity but is instead comprised of a Respondent Team and/or a Joint Venture, then each Prime Team Member and/or Joint Venture Participant comprising the Respondent, has, in connection with the submission of a Response, executed and submitted the NDA attached as Annex G to the RFPQ.



Part VIII: Certifications

RFPQ Reference	Submission Requirements
Section 6 & Annex H	<p data-bbox="277 373 1523 407">Respondent Acknowledgement of the Terms of the RFPQ</p> <p data-bbox="277 407 1523 718"> <input type="checkbox"/> The Respondent Representative, the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, then each Prime Team Member and/or Joint Venture Participant have signed and included the Respondent Acknowledgement of the Terms of the RFPQ as part of its Response. By providing a Response to the RFPQ, the Respondent, or if the Respondent is not a single entity and is comprised of a Respondent Team and/or a Joint Venture, then each Prime Team Member and/or Joint Venture Participant agree to the terms of the RFPQ, including Annex C (Terms of Engagement) and Annex F (Procurement Code of Conduct). </p>