

RFRE Amendment 003

This RFRE amendment 003 is raised to answer questions.

Q11. Question

Reference RFRE Amendment 001, answer to question 3: The answer to question 3 states “Individuals wishing to participate in the detailed consultations must satisfy the security requirements in the RFRE found at Part 6–Security, Financial and Other Requirements. Refer to clause 6.1 Security, as well as clause 6.1.7. The expedited process to obtain clearances is also found in Part 6.”

We understand and acknowledge that individuals requiring access to protected information must satisfy the security requirements found in RFRE Part 6.

The answer to question 3 infers that all participants attending detailed consultations must have a security clearance. RFRE paragraph 1.8.2.1(c)i (page 14) defines detailed consultations as “[consisting] of industry meetings..., including group discussions, site visits, and one-on-one discussions...”

Earlier guidance from AECL security indicated their expectation that most of the detailed consultations would involve general information exchange, allowing non-cleared personnel to attend. Consultations involving protected information were expected to be fewer in number and predefined as clearance-required.

Is it now PWGSC’s intent that all industry meetings will contain protected information? If so, will PWGSC please expand on their expectations for site visits relative to security requirements?

We seek clarification on this matter because we will revise the prioritization for our remaining personnel seeking security clearance if all detailed consultations are expected to include protected information.

A11. Answer

All questions relating to this RFRE should be directed to the Contracting Authority. Please refer to clause 6.1.11 which describes the process for clearing individuals who intend on participating in the detailed consultations. Sensitive information may be shared during these consultation sessions. As such, only Qualified Respondents meeting security requirements will be eligible to attend these sessions. A list of anticipated discussion items was included in 1.8.2.1 (c) viii which states under Group Discussions that “topics 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.”

Further details on the consultations and site visits would be forthcoming. Canada will provide Qualified Respondents with sufficient time to make travel and other arrangements in advance of these detailed

consultations. Respondents wishing to submit additional topics for discussion may provide these to the Contracting Authority.

Q12. Question

Clause 3.1.1 requires separately bound Sections I through IV and Clause 3.1.2 requires one hard copy to be designated as the “original.” May this “original” hard copy be bound in one volume, or is it preferred to have an original indicated for each of the separately bound sections -- in other words, four signed originals, each grouped with its section? Please clarify.

A12. Answer

Each hardcopy identified as the "original" with hand written signature as specified in Part 3 Clause 3.1.2 is requested to be submitted with its respective separately bound Section of I to IV.

Q13. Question

Clause 4.4; Following qualification, should the Respondent add a key subcontractor to its team to enhance its final proposal, does it require that they resubmit their qualification package?

A13. Answer

Yes, please see clause 2.8 Revision of a Response after the First or Second Response Intake Date.

Q14. Question

Clause 6.2.4 Please clarify if the information requested from Respondent includes Prime Team Members as well as Other Team Members.

A14. Answer

Yes. Please refer to the definitions of 'Respondent', 'Respondent Team', and 'Joint Venture' in clause 1.5.3. Please also refer to clause 6.2.1 for the list of parties subject to the National Security provisions.

Q15. Question

Annex A, clause 3.1.2, This section implies not all current AECL employees will be transferred to the SOC. What subset of employees may AECL not transfer that would impact the Contractor's proposed staffing strategies? Will the criteria used by AECL in determining who is transferred and who is not be shared with the Qualified Respondents?

A15. Answer

The information requested will be made available to Qualified Respondents through the draft RFP documentation that will be provided. This issue may be further explored during the detailed consultations with Qualified Respondents.

Q16. Question

Annex A, clause 3.1.5, Are their specific positions, or class of positions, within the SOC into which the Contractor may NOT second executives or staff?

A16. Answer

The information requested will be made available to Qualified Respondents through the draft RFP documentation that will be provided. This issue may be further explored during the detailed consultations with Qualified Respondents.

Q17. Question

Annex A, clause 3.1.7, The Contractor is expected to effect transformational change. What involvement is AECL expecting the Contractor to have in the SOC Agreement between AECL and the SOC as stated in Sec. 3.1.4.2?

A17. Answer

The information requested will be made available to Qualified Respondents through the draft RFP documentation that will be provided. This issue may be further explored during the detailed consultations with Qualified Respondents.

Q18. Question

Appendix 1 to Annex A, clause 1.0, 3rd paragraph, Will the Contractor-owned IP the Contractor opts to utilize in the execution of its contract with AECL (e.g., a proprietary “Good Industry Practice” or management system software) be free of claims by AECL?

A18. Answer

The information requested will be made available to Qualified Respondents through the draft RFP documentation that will be provided. This issue may be further explored during the detailed consultations with Qualified Respondents.

Q19. Question

Appendix 1 to Annex A, clause 2.1.2.1, Is compensation for management team the Contractor places within the SOC a reimbursable cost under the contract?

A19. Answer

The information requested will be made available to Qualified Respondents through the draft RFP documentation that will be provided. This issue may be further explored during the detailed consultations with Qualified Respondents.

Q20. Question

Appendix 1 Annex A, clause 2.1.4, Are there legal restrictions, like in the US, that would prohibit the Contractor (and SOC) from competing with private industry (incl. universities) as it fulfills its obligations to Canada through such actions as increasing revenues?

A20. Answer

There are no Canadian laws equivalent to [Federal Acquisition Regulation 35.017 – Federally Funded Research and Development Centers or Department of Energy Acquisition Regulation 970.5217-1 and 970.5235-1 - Work for Others Program]. The SOC will be subject to certain contractual restrictions. See Annex C Clause 4.6.

Q21. Question

Appendix 2 to Annex A, clause 3.4.1.4, The point of this section is illusive. Are different industry practices to be used for large waste management initiative different than other waste management initiatives?

A21. Answer

It is intended that all decommissioning and waste management activities be undertaken in the most cost-efficient and effective manner, taking into account Good Industry Practices, to reduce radioactive waste and decommissioning liabilities.

Q22. Question

Annex A, clause 3.4.4.1 & 3.4.5.1, These sections indicate the SOC will perform most of AECL's obligations; who will perform the rest of the obligations?

A22. Answer

The information requested will be made available to Qualified Respondents only as part of the draft components of the Request for Proposal and may be subject of detailed consultations with Qualified Respondents.

Q23. Question

Annex B, End-State Contracting Model: In the model, it depicts AECL making payments to the SOC for performance set out in SOC agreement, as opposed to paying the Contractor (SPV) who by contract will be required to "guarantee" to the AECL that the SOC will perform the required work. Is this arrangement intended just to cover the period before the Contractor is selected, or through the life of the contract? As a general contracting rule, privity of contract is a more ideal method to ensure alignment of goals, responsibilities and site control to ensure the appropriate cultural transformation.

A23. Answer

The information requested will be made available to Qualified Respondents through the draft RFP documentation that will be provided. This issue may be further explored during the detailed consultations with Qualified Respondents.

All other Terms and Conditions remain the same.