

Vienna International Centre
P. O. Box 1200
A-1400 Vienna
Austria

www.ctbto.org

Email transmission

TO: ALL BIDDERS

FROM: Sally Alvarez de Schreiner
Chief, Procurement Section

DATE: 16 September 2022

REF.: RFP No. 2022-0082/HASAN

TEL. NO.:

TEL. NO.: +43 1 26030-6350

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SUBJECT: Clarifications No. 1. and Extension of submission deadline.

Request for Proposal No. 2022-0082/HASAN: Call-off Contract for Corporate Learning- Soft Skills Training.

Dear Sir/Madam,

Please find attached the Commission's answer to a questions raised by bidders concerning Request for Proposal No. 2022-0082/HASAN: Call-off Contract for Corporate Learning- Soft Skills Training (RFP).

Kindly note that as a result of this round of clarifications, the RFP Instructions and Terms of Reference were amended for clarity purposes and are attached to this Clarifications No.1. Bidders shall take these responses as well as the updated RFP Instructions and Terms of Reference into account in the preparation and submission of proposals.

The deadline for the submission of the proposals for this RFP is also **extended to 26 September 2022 ,17:00 hours, Vienna (Austria) local time.**

Kind regards,



Sally Alvarez de Schreiner
Chief, Procurement Section

Attachment 1: Updated RFP Instructions
Attachment 2: Updated Terms of Reference

Clarifications No. 1

Request for Proposal No. 2022-0082/HASAN: Call-off Contract for Corporate Learning- Soft Skills Training.

SI	Question	Answer
1	How many potential providers you will invite to this process?	It is an open international competitive bidding exercise. All interested bidders with the required ability and experience are able to bid.
2	What will the decision- making process be? Initial screening of proposals followed by presentations? Is there another stage?	Kindly follow Attachment 1: Evaluation Criteria and Method under the RFP documentation.
3	The RFP mentions technical & commercial evaluation. Can you please provide an indication of hourly rate that is acceptable for bids of this nature?	Bidders should quote based on their own and most competitive pricing that may be offered to the Commission for this type of services. Kindly refer to Attachment 1: Evaluation Criteria and Method under the RFP documentation.
4	We note that you already have an LMS, can you please confirm the name of the LMS?	The Commission uses LinkedIn learning and a basic LMS (in-house) using SharePoint Sites.
5	On the scope of work section, it says that "The Commission may also request the Contractor to deliver certain workshops onsite only if deemed more feasible." We were wondering if the instructor lead workshops could only be online, since doing them on-site implies a cost that's difficult to include in the budget.	Most courses will be online. However, the Commission shall have the option of on-site training. In the case of on-site courses, the price of the workshop to be invoiced to the Commission will include actual travel and DSA for the trainer. Please refer to the RFP Instructions and Model Contract.
6	Is it acceptable for bidders to put forward proposals for carrying some of the topics or must bidders be able to cover all the topics listed?	Bidders are required to bid for <u>all</u> topics in accordance with the requirements of the RFP Terms of Reference.
7	By giving a continuous access after ending workshops, do you mean access to an online platform with leadership & soft skills topics accessible 24/7?	No. Just e-mail support (to address any additional questions) and providing links to useful material, YouTube videos, online courses etc. Please refer to the updated RFP Terms of Reference, Section 2.2
8	Can you tell us about the profile of the participants who you are considering to attend the development? (experience, expertise, knowledge, skills, attitudes)	Staff members at all levels. Please refer to Section 2.1 of the Terms of Reference.
	What would you like the participants to do differently in the workplace as a result of the training? Are you able to share with us any assessment results to get an overview on the current gaps?	Please refer to RFP Terms of Reference requirements and be guided accordingly.

Clarifications No. 1

 Request for Proposal No. 2022-0082/HASAN: Call-off Contract for Corporate Learning- Soft Skills Training.

9	Is there a competency model, high potential model or a behavioral framework you use as the basis of customization?	UN Framework can be used as a reference only.
10	What skills, capabilities, and competencies would CBTO staff especially need for their future?	Please refer to the RFP Terms of Reference, which specifically state the targeted key areas in Section 1 of the Terms of Reference and be guided accordingly.
11	How would you define success of this soft skill training for CTBTO?	Please refer to the Section 4 of the Updated Terms of Reference which stipulate the acceptance of the services under the Contract. Please be guided accordingly.

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission) with its headquarters in Vienna is the International Organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an International Data Centre and on-site inspections to monitor compliance with the Treaty.

This Request for Proposal (RFP) is for the provision of services as described in the Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. For this project, the Commission is seeking capabilities, which will ensure that the services are delivered and the tasks are accomplished expeditiously and at a reasonable cost.

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals with its Attachments:
 - Attachment 1: Evaluation Criteria and Method
 - Attachment 2: Procedure for submission of electronic bids
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) The Commission's Model Contract and its Annexes A – B;
 - o The Commission's General Conditions of Contract (Annex A)
 - o Terms of Reference (Annex B)

Note: In the event of award, the Proposal will be incorporated as Annex C to the Contract.

3. Amendment of RFP Documents

At any time prior to the closing date for submission of Proposal, the Commission may, for any reason, modify the RFP documents by amendment. The Commission may consider extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Proposal.

4. Language of the Proposal

The Proposal and all correspondence and documents relating to it shall be in English.

5. **Format and Submission of the Proposal**

The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.

The Proposal shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS”.

The Proposal shall be received not later than the closing date indicated in the Letter of Invitation.

6. **Request for Clarifications and Contacting the Commission**

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than **10 business days prior to the Closing Date**. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re RFP No. **2022-0082/HASAN**

The Commission will make all reasonable efforts to issue the clarifications not later than **7** business days prior to the Closing Date.

Except in the case of responding to an RFP clarification, no bidder shall contact the Commission on any matter relating to the Proposal after its submission and until the award of the Contract. Any attempt to influence the Commission in its evaluation of the Proposal or the contract award decision may result in the rejection of the Proposal.

7. **Eligible Goods and Services**

The services and goods (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFP. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

8. **Type of Contract and Payment**

The Commission intends to conclude firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in **Clause 13** of the attached Model Contract.

Applicable Taxes payable by the Contractor and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs

authorities. In case the currency in which the taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.

“Taxes” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

9. Preparation of the Proposal

The Proposal shall contain, but not necessarily be limited to, the information described below.

The Proposal shall be composed of the following separate parts:

- I. **Technical Proposal;** and
- II. **Financial Proposal;**

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

Please state the reference number and the date of this RFP in the Proposal and any correspondence relating to it.

Point of Contact

The Proposal shall state the contact details and address (name, telephone and fax numbers, and e-mail address) of the person/point of contact in your company dealing with this RFP.

Bidder’s Statement, Statement of Confirmation and Vendor Profile Form

The attached Bidder’s Statement, Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted as part of the Technical Proposal.

Description of Services

An explanation of the bidder’s understanding of the services to be provided and an overall preliminary operational plan for the execution of the services.

Specifications

The Proposal shall include a detailed description of the items proposed and include relevant technical literature.

The Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

Commission’s Inputs

A description of the expected inputs/resources to be made available by the Commission and at what stage of the services.

Qualifications

Documentary evidence of the bidder's qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.

Personnel

Curriculum vitae of key personnel proposed for this contract, including technical experience to perform the Work.

Please note that it is the bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor's personnel.

Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Quotations:

A bidder must not, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation or the procurement process if the person:

- a. At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
- b. At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

Sub-Contractors

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO Member States.

Insurance

Insurance to be included in the Proposal must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the supplier and the Commission. You are requested to confirm that you will provide this insurance coverage

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference.

The Financial Proposal shall contain, at the minimum, the following:

- (i) Firm fixed unit prices for the Training Services required by Terms of Reference for the total contract duration (three (3) years with a possibility of extension for an additional two (2) years if agreed to by both parties);
- (ii) Firm fixed labor rates, with information on the category and number of staff proposed. This section must further include proposed man-hours/man-day including estimated man-power effort for each of the tasks required under the Terms of Reference. Please do note, that the firm fixed labor rates shall include costs and expenses for the full and proper performance of all obligations under the contract (excluding travel, allowances but including management and remuneration of the personnel, national income tax, medical, insurance and social security contribution, if applicable) for the provision of the services in accordance with the Terms of Reference;
- (iii) Estimated shipping costs for the required tasks of the Terms of Reference; Estimated prices for the door-to-door shipment to each site, based on DAP (delivered at place) or DDP (delivery duty paid), INCOTERMS 2020, which shall include cost for the packing, handling, insurance, shipping, customs clearance, local delivery, wherever applicable. The Commission will reimburse the actual expenditure for the shipment, subject to provision by the Contractor of the proof of the actual expenditure for the shipment together with the invoice.
- (iv) Description of the content, terms, conditions and cost (if any) of all warranties and guaranties.

Indirect Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation. “Taxes” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

For Austrian companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the

Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

For Non-EU Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

10. Completeness and Correctness of the Proposal

The Commission reserves the right to verify all information furnished by you in the Proposal through a source of its choice. Any inaccurate information so given may lead to the rejection of the Proposal.

11. Validity of the Proposal

The Proposal shall be valid for 90 (ninety) days after the deadline for its submission to the Commission, unless an extension of validity has been requested by the Commission.

12. Correction of Errors

The Commission will check the Proposal for any arithmetic errors. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

13. Evaluation of the Proposal

- (a) The Commission will first conduct a technical evaluation based on the criteria specified in Attachment I.
- (b) If the Proposal fails to meet the minimum technical requirements for any one criterion, the entire Proposal will not be considered further. If the Proposal meets the minimum technical requirements Only the Financial Proposals of those bidders that meet or exceed the minimum technical requirements of all items will be opened and evaluated for its commercial acceptability and to determine the financial score for each responsive bidder. The Commission will evaluate the following:
 - (i) Contractual compliance.
 - (ii) Financial acceptability
- (c) The Commission, based on the evaluation criteria and method given in Attachment I, will determine the Proposal that 'most effectively satisfies the technical and operational

requirements set out in the solicitation documents' in accordance with the criteria specified in Attachment 1.

- (d) The Commission may split the award of the Contract and/or award more than one Contract.

14. Negotiations of the Proposal

The Commission reserves the right to request clarifications on the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal before awarding the contract under this RFP.

15. Modification and Withdrawal of the Proposal

Bidders may modify or withdraw their Proposals after their submission, provided that written notice of the modification or withdrawal is received by the Commission by the closing date for the submission of the Proposal. The Proposal may not be modified subsequent to the closing date.

16. The Commission's Right to Reject the Proposal

The Commission reserves the right to accept or reject the Proposal or to annul this procurement process at any time prior to the award of contract without having to inform the bidders of the grounds therefore, without thereby incurring any liability to the bidders.

17. Costs of preparation and submission of the Proposal

Bidders shall bear all the costs associated with the preparation and submission of their Proposal and the Commission will not be responsible or liable for those costs, regardless of the outcome of this RFP.

18. Proprietary Information

All documentation and information contained in this RFP are proprietary to the Commission and shall not be duplicated, used or disclosed -in whole or in part- for any purpose other than to evaluate them and respond to the Commission's request for Proposal or otherwise without prior written agreement of the Commission.

ANNEX B
UPDATED TERMS OF REFERENCE

Call-off Contract for Corporate Learning – Soft Skills Training

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1. Background

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') is an international organization setting up a global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'CTBTO'), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of more than 300 stations worldwide, a communication system, an International Data Centre and on-site inspections to monitor compliance. The Headquarters of the Commission is in Vienna (Vienna International Centre of the United Nations), Austria.

The Commission operates in a dynamic environment coupled with the continued expectation to uphold its core values. It is therefore imperative for the Commission to adopt a learning and development strategy that reflects its unique mandate and one that appropriately prepares the workforce with the skills, capabilities, and competencies for the future.

It is against this background that the Commission embarks on delivering a continuous programme of corporate learning solutions that empowers Staff Members to develop and sustain a set of soft skills and competencies essential for enhancing overall organizational performance.

The training shall be primarily targeted at the following key areas and designed in a manner consistent with the scope of the Commission's policies and regulatory framework:

- Business and Technical Writing
- Change Management and Leadership
- Communication and Cross-cultural Communication
- Negotiation and Mediation
- Presentation and Storytelling
- Creativity and Productivity
- Project Management

Therefore, the Commission desires to engage a contract (the "Contractor"), that provides a qualified instructor for each training area/topic, in line with the requirements indicated in this document over a period of three (3) years with a possibility of extension for an additional two (2) years if agreed to by both parties.

The Commission reserves the right to award a contract to more than one Contractor for the services required under this ToR

The Commission anticipates that orders for an **average of 6 (six) training courses will be placed each year** within the framework of this Contract. However, the Commission makes no firm commitment to purchase any specific quantity or make purchases at any specific time during the Contract period.

2. Scope of work

2.1. Proposed training duration

The Commission plans to provide instructor-led workshops, covering an array of soft skills topics, to Staff Members at all levels in line with pre-assessed training needs. The typical length of a workshop shall be between 4 and 6 hours, to be delivered to participants over two days (2 segments of 2 or 3 hours). The optimal group size is up to 18 participants per workshop to ensure a collaborative learning environment. The overall number of workshops to be organized each year will be determined by the Commission based on the forecasted demand by Staff Members for each topic.

The Contractor shall have the capacity to deliver all workshops in an instructor-led virtual format. The Commission may also request the Contractor to deliver certain workshops on-site only if deemed more feasible.

2.2. Training requirements

The Commission will prepare detailed terms of reference including a list of desired learning objectives for each topic/workshop for the Contractor to develop an appropriate instructional content that meets the highest standards of quality training including:

- Well-organized with sufficient time allocations for each segment
- Directly aligns with training needs identified by the Commission
- Uses innovative educational methods in support of learning objectives
- Considers the unique needs of learners and international work environment at the Commission
- Specific (on-topic), up-to-date and accurate based on best-available evidence
- Illustrates concepts using interactive reality-based exercises, case studies, high quality visual aids relevant to the learners' background
- Encourages group collaboration and provides an opportunity for learners to share experiences in relation to the training subject (minimum of two group exercises/breakout rooms per segment)
- Provides follow-up support by referring learners to supportive digital content and toolkits for continued learning following the training by e-mail support (additional questions) and providing links to useful material, YouTube videos, online courses etc.

2.3. Materials and documentation

All materials and documentation ('Material') shall be written in English and provided to the Commission in electronic format (Adobe Acrobat and/or MS Office format).

The Commission reserves the right to review proposed course material and slides for each workshop and to request justified revisions to ensure the above-listed standards are fully met. The Materials shall be up-to-date and fully compliant with modern subject matter standards. The Contractor shall provide a final draft of the set of Materials at least two (2) weeks prior to the training to the Commission for review. The Commission will provide comments, if any, within one (1) week thereafter, which shall be incorporated by the Contractor into the final set of Materials at no additional cost. The Contractor shall plan and provide the training based on the final sets of Materials. Any changes made by the Contractor to these sets, shall be subject to the Commission's approval for use in

forthcoming Training. Changes due to detailed Training requirements shall be submitted to the Commission.

The Commission may post a read-only version of the course material and slides on its internal learning management system which is accessible by only Staff Members for purposes of information sharing (fair use) and future reference and to help Staff Members stay connected with instructors.

The Contractor shall issue certificates of completion to eligible participants not later than five working days following each workshop.

2.4. Contractor's staff

The Training shall only be delivered by trainers proposed by the Contractor in its official offer. Should a trainer not be available due to unforeseen reasons, the Contractor may replace him/her with another qualified trainer. The delivery of Training by a trainer not included in the original proposal is subject to approval through a written notification from the Commission.

2.5. Input from the Commission

The Commission will make one staff available to the Contractor as a single point of contact for all issues arising from the implementation of the Contract.

The Commission and the Contractor will hold regular debriefing sessions to reflect on the quality of workshops delivered, discuss learners' feedback, and agree on actionable points for further improvements.

2.6. Time and place of performance

The Commission shall communicate a list of preferred date options of workshops to the Contractor to be mutually agreed on at the beginning of each quarter. The Contractor shall then provide a detailed time schedule and an outline for the training to be performed in coordination with the single point of contact.

All training sessions shall be conducted within the Commission's core office hours i.e. Monday to Friday from 9:30 to 16:30 hours.

The Contractor shall perform all preparatory activities at its own premises (e.g., preparation of content and course material, etc.).

- **Virtual instructor-led workshops** shall be performed live and online using a suitable software and video conferencing tool to be approved by the Commission. Any additional technical requirements should be requested by the Contractor as soon as possible before the workshop and will be provided if available to the Commission.
- **On-site workshops** requested by the Commission shall be performed by the Contractor in-person at its premises in Vienna, in which event the Contractor and its subcontractors will be responsible for observing all public health and lockdown measures in compliance with all national laws and applicable regulations. **The**

Contractor shall arrange for and pay the instructor's travel expenses and invoice such at actual to the Commission. A detailed list of forecasted travel expenses shall be subject to the Commission's approval prior to the actual trip.

3. Requirements for the Contractor and its personnel

3.1. Contractor

The Contractor shall have as a minimum the following requirements:

- Be legally registered and have all required licenses and accreditation for the provision of Training courses.
- Demonstrate that a pool of suitably qualified, licensed and experienced professional Instructors is available to deliver the required training.
- Proven track records in designing and implementing corporate learning programmes and soft skills training in English and in an international setting.
- Availability of sufficient resources to perform the Contract; and
- Excellent reference record (at least two references, preferably from other UN organizations).
- Designate an Account Manager/point of contact for training enquiries and coordination.

3.2. Contractor's personnel

Each of the Contractor's personnel has as a minimum of the following requirements:

- Be fully qualified and professionally certified to conduct corporate training on the subject matter.
- A minimum of five years of proven coaching and hands-on training experience, preferably in an international setting; and
- Fluency in written and spoken English and excellent presentation skills.

The Commission requests for the Curriculum Vitae of the proposed trainers (and alternates).

4. Reporting

After the completion of each Training, the Contractor shall provide the Commission with a Task Report. The timelines below are indicative and subject to prior agreement with the Commission.

The Task Report shall be submitted to the Commission within thirty (30) days after the delivery of the Training. The report shall contain (but not be limited to) the following:

- Reference to the Work Order, including the date of request;
- Actions taken and training services performed to complete the task;
- Any other relevant issues and/or recommendations.

The Contractor shall use the English language for all written and oral communication with the Commission.

If during or after the completion of the Task, the Commission requires some remedial actions with respect to the Tasks covered in the Final Report, the Commission will instruct the Contractor to carry out such remedial actions without delay.