

Solicitation 5000073444
Q&A Set#3
July 12, 2023

Question 5: The Ministry of Labor in Ontario has released new standards, which are expected to revoke all certifications for certified trainers within the first quarter of 2024. As a result, all instructors will need to reapply for new certifications that comply with the new standards. This applies to all certified instructors/resources across the province. This poses a risk of potential training delays unless, in such a case, the old certificates are temporarily acceptable to the CNSC until the new certificates are released. Would this be considered a reason beyond our control?

Answer 5: Should certifications of all trainers be revoked industry-wide by the Ministry of Labor then this would be considered outside the control of trainers. Ensuring timely re-certification prior to the next delivery of training sessions and communicating this timeline to the CNSC Project Authority is considered within control of the trainer.

Question 6: According to Article 3.1.1, Canada requests that bidders provide their bid in separate sections as follows:

- i. Section I: Technical Bid (1 email copy)
- ii. Section II: Financial Bid (1 email copy)
- iii. Section III: Certifications (1 email copy)

We would appreciate your assistance in confirming whether we should send all bids (technical, financial, and certifications) in separate files within the same email or if each file should be sent in a separate email, titled accordingly. For example, one email titled "Technical Bid," one email titled "Financial Bid," and one email titled "Certifications."

Answer 6: Separate sections in one email.

Question 7: Regarding Attachment 1 to Part 3, Article 3.2 Travel and Living Expenses, the article states that the rates include any expenses necessary to fulfill the terms of any resulting contract, such as:

- i. All travel and living expenses for work performed within the National Capital Region (NCR)
- ii. Any travel expenses for travel between the Contractor's place of business and the NCR
- iii. Any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract

Our instructors are located near Cambridge, Ontario, and according to Annex A, Article 10.0, the training will take place in Vienna, Austria. Unless there is a need for the instructors to travel from the NCR to Vienna or to accommodate any meetings in the NCR before their trip to Austria, they will be traveling to Vienna from YYZ (Pearson International Airport). Please let us know if we need to calculate any travel and living expenses for our instructors to move to the NCR during the contract so that we can accommodate those costs in our price.

Answer 7: No travel to NCR required. Travel from YYZ to Vienna can be considered under item iii.

Question 8: In Attachment 1 to Part 3, Article 3.3, it is stated that all costs should be included. The article mentions that resources will not be compensated for their travel while they are in Vienna. Therefore, bidders are encouraged to include their on-site traveling costs in the all-inclusive rates of the deliverables. However, in ANNEX B - BASIS OF PAYMENT, Article 1.2 on Travel and Living Expenses, it is mentioned that the Contractor will be paid authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit. All travel must have prior authorization from the contracting authority, and all payments are subject to government audit. Only original receipts will be accepted for travel-related expenses. The question here is:

- Should we include travel and living expenses to Vienna in our all-inclusive rates of the deliverables? Or,
- Should we provide all-inclusive rates of the deliverables to cover costs within Canada only and then claim reimbursement, against actual receipts, for travel and living expenses from the moment the instructor leaves the airport (including air ticket) until they return to Canada?

Answer 8: The CNSC Contracting Authority will review and authorize airfare and accommodation quotes prior to travel and these costs will be reimbursed once the receipts and invoice are received upon conclusion of a training delivery trip. These bookings occur prior to travel beginning and are not considered to be costs incurred while once in Vienna. All other travel and living expenses estimated to be incurred while in Vienna must be incorporated into the all-inclusive deliverable rates.

Question 9: Article 3.7 provides instructions for a firm all-inclusive price per session for an estimated 2 sessions. However, according to Annex A - Statement of Work, Article 2.0, it is mentioned that IAEA typically requests training for approximately 20-30 inspectors in a given year. Due to the Ontario Ministry of Labour's requirement that only 12 inspectors can be trained in a single course, this necessitates delivering two to three separate days of training. Therefore, our question is: Should we provide a separate price for a possible 3rd session in a separate line in our bid?

Answer 9: A third session must not be included in the fixed price quote for the deliverable section, but is assumed to cost no more than the per session fixed price quoted in Attachment 1 to Part 3. Delivery of a third session in one trip would be very rare, but not impossible.

Question 10: According to Article 5.2.3.1 on the status of availability of resources, the bidder should certify that every individual proposed in the bid will be available to perform the work as required by the CNSC representatives and at the specified time in the bid solicitation or agreed upon with the CNSC. Will the awarded company be provided with an estimated schedule for dates and times of required training? This is crucial to ensure the availability of each resource on the proposed dates.

Answer 10: Yes, training dates are typically identified by the IAEA several months prior to delivery and communicated to the training provider.

Question 11: Article 7.0 addresses the format of deliverables. It states that the Contractor must provide the deliverables in the following formats: • Electronic • MS Office 2010 or later (Word and PowerPoint) • PDF format

If the word "Deliverables" refers to certificates and reports of the training after each session for each trainee, then there is no issue, and we will comply accordingly. However, if the word "Deliverables" refers to the materials used for training by the resource/instructor, we would need to request a revision as our materials are considered **intellectual property** and can only be distributed in hard copy/print format. Please clarify.

Answer 11: Provision of hard copy training materials is sufficient and may be a request made by the CNSC during execution of the contract but is not considered a deliverable.

Question 12: Is there a possibility of extending the bid closing date by another two weeks?

Answer 12: No.