

## **RFSA file no. 201402377**

### **Question 41:**

Pursuant to Sections 2.17 and the amended 4.15: What is the intent of CMHC that CMHC be granted an "exclusive, perpetual, irrevocable" license to "all information and materials"? A Supply Arrangement Holder engaged in the business of training would not be able to grant such a license since that would preclude such SAH from offering off-the-shelf training services to other Clients. Also, a SAH would not be able to allow its Clients to freely modify its materials for any purpose as required in the Sections.

### **Response 41:**

As per Sections 2.17 and amended 4.15, without restricting the scope of any license or other right that CMHC may otherwise hold, the Offeror hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license **to use all or part of the information and materials produced under any contracts resulting from this SA world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC.** The license so granted shall survive the termination of the Supply Arrangements.

Nothing in this Supply Arrangement is intended to affect the pre-existing intellectual property rights of the parties, and all personal information, whether or not it is marked as confidential.

Any additional requested changes to the template contract must be indicated directly in the offer.

### **Question 42:**

In Article 4.1 under Article 4.0 – General Terms and Conditions, Page 20, reference is made to "Article 2.2 above." There is no Article 2.2.

### **Response 42:**

Thank you. This is an error. Article 4.1 – Supply Arrangement Termination should only refer to Article 2.1 as there is no Article 2.2 under Article 4.0 – General Terms and Conditions.

### **Question 43:**

Article 4.18 Conflict of Interest states that CMHC may terminate the Agreement should a conflict of interest not be resolved to its satisfaction. Is it the intent of CMHC that payment be made to an SAH based on what CMHC, its sole opinion constitutes reasonable payment; or should it rather be according to the pricing set forth in the Agreement?

### **Response 43:**

As indicated in Article 4.18, in the event that a conflict of interest cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Services which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Supply Arrangement Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Supply Arrangement Holder's obligations under the Agreement.

### **Question 44:**

Article 4.27 Confidentiality and Non-Disclosure of CMHC Information requires that all "CMHC Information shall remain in Canada..." This would preclude SAHs with offices in the United States or any other company from entering into an Agreement with CMHC under this RFSA.

### **Response 44:**

"Article 4.27 entitled "Confidentiality and Non-Disclosure of CMHC Information" does require, among other things, that all CMHC Information shall remain in Canada and be segregated (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. These Article 4.27 requirements however can be fully met without precluding SAHs with offices in the United States or any other company from entering into an Agreement with CMHC under this RFSA. "

**Question 45:**

Appendix B states that an SAH “agrees to the terms as set out in this Offer”. Would it be more accurate to state that they are “as amended”?

**Response 45:**

Please use the updated version of Appendix B, which was posted on buyandsell on September 5.

**Question 46:**

4.5 Response to Statement of Services – Mandatory - In this section, the offeror MUST provide detailed information relative to the specifications listed in Section 3, The Statement of Services to be covered under this Supply Arrangement (SA). Please explain it in more specific terms?

**Answer 46:**

Offerors must provide their qualifications relative to the learning and development services listed in Section 3, The Statement of Work, which also involves completing the chart located in Appendix A.

**Question 47:**

Regarding subsection 4.4 – Offeror’s Qualifications, b) Resumes for key resources – i.e., trainers and facilitators - who would be assigned to the CMHC account (maximum of 5). Is the maximum of 5 resumes per topic or for the whole course?

**Answer 47:**

A maximum of 5 resumes for key resources – i.e., trainers and facilitators - who would be assigned to the CMHC account, not per topic.

**Question 48:**

Some of the assessments that we use as part of our programs are from US providers. Would it be acceptable for us to include those instruments if we were able to use pseudo names for CMHC participants?

**Answer 48:**

Please refer to Section 6.2 ,article 4.27.

**Question 49:**

Although we understand that you are not evaluating the Pricing Scenarios (Section 4.7 on page 14) at this time, we require clarification of this section. In some instances, you refer to “fees” and “price ranges”, suggesting our fees charged to CMHC. But in other instances, you refer to “costs,” which suggest internal costs to the vendor in providing the deliverable. Can you please clarify?

**Answer 49:**

In that section, we would like to get a sense of the total cost to CMHC for the delivery of a typical workshop.

**Question 50:**

What you do mean by “facilitator fee”: the internal fee we pay our facilitators **or** the proportion of our total flat-rate fees charged to CMHC for the facilitator? The first is an internal cost, the second would roll in the firm’s operating costs and profit.

**Answer 50:**

We are looking for the facilitator’s fee (per diem) that you charge to CMHC for the delivery of a workshop.

**Question 51:**

What is meant by “development cost” per workshop? The courses we are proposing are already developed, so do you want a cost for customizing a given course for an intact team? If so, why do you

require a “total cost for all deliveries, when some courses would have no development cost? How many deliveries are you thinking of as the “total”?

**Answer 51:**

If the course is already developed (off the shelf), you then you can indicate the cost, if any, for customizing/tailoring the existing content. In the “Total for all deliveries” box, please indicate if there would be development charges for each delivery, or if it is a one-time fee.

**Question 52:**

For the “translation cost,” are you looking for an average cost of translation of customized material? As with development above, most of the proposed courses are already in both official languages, and the amount of translation will vary considerably based on supplemental material for any customized sessions.

**Answer 52:**

If the material is already in both official languages, then you can indicate “n/a” for translation cost. Otherwise, please indicate typical translation costs per workshop.

**Question 53:**

We assume that you do not want our total billable charge to CMHC for a class day of course delivery, since there’s no place to provide it in the chart. Is this the case? If so, it’s not clear to us how we can provide you with “a sense of [our] price ranges for training services” without giving you the simple total per class day.

**Answer 53:**

You can add a line to the chart and indicate the total cost per workshop.

In addition, for other services, such as individual coaching and needs assessments, you are asked to provide both per diem and hourly rates.

**Question 54:**

It states in the RFP that the total dollar value of resulting contracts will not exceed \$7,000,000.00 over the 5 year term. I understand that this is an estimate contract value; however, does CMHC expect to spend this amount (or close) of money over the 5 year period?

**Answer 54:**

This dollar value represents an estimated contract value and not the actual purchase value of services.

**Question 55:**

Have training needs and volume been determined for the next 5 years? If so, please elaborate.

**Answer 55:**

Over the next five years, contracts will be awarded as requirements become known and, at that time, on an as-and-when-required basis, CMHC will seek competitive cost quotations and/or proposals from offerors retained under the Supply Arrangement (SA) to meet specific business requirements.

**Question 56:**

We are a current SA holder and received no competitive cost quotations and/or request for proposal from CMHC for any of our 'approved' courses. We are trying to gain a better understanding of CMHC's development needs for the next 5 year term. A lot of effort goes into responding to the RFP and if it results in not even an opportunity to bid on a requirement we are reluctant to do so again. Please provide insight.

**Answer 56:**

The distribution of work is based on the vendors training and development services and the specific business requirements.

**Question 57:**

How many vendors currently hold SA status?

**Answer 57:**

Approximately 50 firms currently hold an SA for learning and development services.

**Question 58:**

In Section 4.21 – Insurance – it states that the Supply Arrangement Holder will provide and maintain “Professional Liability insurance” for a limit of not less than \$1,000,000. This type of insurance is normally required for engineers, architects, lawyers etc. Since starting our business in 1997, no-one has requested Professional Liability insurance for the provision of training courses. All of our contracts have requested Commercial General Liability insurance. Can you please confirm which type of insurance is required for this RFSA?

**Answer 58:**

The Section 4.21 – Insurance - has been amended as follows:

A) **Commercial General Liability Insurance**

The Supply Arrangement Holder will provide and maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury and damage to property including loss of use of such property. This policy shall include the following extensions:

- cross Liability including severability of interest
- personal Injury
- blanket contractual
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non Owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- **contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).**

b) The Supply Arrangement Holder will provide a Certificate of Insurance at least 5 days prior to the contract commencement date confirming the above insurance policy'(s) and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

c) It shall be the sole responsibility of the Supply Arrangement Holder to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. Any such additional insurance shall be provided and maintained by the Supply Arrangement Holder at its own expense.

**Question 59:**

Of the 50 vendors qualified on the previous RFSO, how many were awarded contracts during the period of validity of the RFSO. Can you please provide an exact number?

**Answer 59:**

This information is considered confidential and will not be disclosed.

**Question 60:**

Could you please verify for me if, for the RFSA, the only information required for section 4.6 (Financial Information) is a statement giving written permission for CMHC to perform a credit check? Or do you require further information as well?

**Answer 60:**

A statement giving written permission for CMHC to perform a credit check is sufficient.

**Question 61:**

On page 12 of the document it states you are looking for a supplier who can: "...deliver 1) off the shelf, 2) tailored and/or 3) customized training to meet CMHC's specific needs related to the topics listed in 3.2.". Can you please clarify the difference between "tailored" and "customized training"? We are trying to understand if you are looking for off-the-shelf training that is customized to varying degrees or if you are also looking for completely custom-designed training.

**Answer 61:**

Depending on the business requirements, we may be looking for either off the shelf, tailored or custom-designed training.

**Question 62:**

Are you also able to provide insight into the total value of contracts awarded under the current SA?

**Answer 62:**

The total value of contracts awarded under the current SA did not exceed the estimated value of \$4,000,000.00 over the three year period.

**Question 63:**

On page 35 of the RFSA, Appendix D Mandatory Compliance Checklist, CMHC requests that "Offerors must return this original signed Request for Supply Arrangement (RFSA) document, including all requested signatures, as part of an offer to become a Supply Agreement Holder." Should Offerors reproduce the entire 35-page RFSA document issued on August 11, 2014, sign it, and include it as an appendix to their proposal?

**Answer 63:**

No, offerors do not have to reproduce the 35-page RFSA document issued on August 11, 2014. A signed copy of Appendix B - Certificate of Submission and of Article 5.0 - Supply Arrangement Administration is sufficient.

**Question 64:**

Are responses to statement of services topics treated as a whole, or can a proponent provide a response to some of the sub-topics within a statement of service topic? Similarly, does the one-page maximum description for related courses/workshops/self-assessments apply to a topic as a whole, or is it a one page maximum for each sub-topic?

**Answer 64:**

Offerors must provide detailed information on their qualifications and services they offer with regards to the topics and subtopics listed in Section 3, The Statement of Services. The one-page maximum description required is per course.