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FOR

Learning and Development Services for CMHC Employees

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Originating Department: **National Office,
Human Resources, Organizational
Effectiveness**

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Canada



TABLE OF CONTENTS

1	GENERAL INFORMATION.....	1
1.1	OVERVIEW OF SECTION 1	1
1.2	INTRODUCTION AND SCOPE	1
1.3	CMHC BACKGROUND.....	1
1.4	PURPOSE OF THE RFSA	1
1.5	SCHEDULE OF EVENTS.....	2
1.6	TERMS AND CONDITIONS OF OFFER AND ANY RESULTING CONTRACT	2
1.7	RFSA POTENTIAL SERVICE PROVIDERS	2
1.8	INCOME TAX REPORTING REQUIREMENT	3
1.9	PROCUREMENT POLICY RE: THE ENVIRONMENT.....	3
2	INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS RFSA	4
2.1	OVERVIEW OF SECTION 2	4
2.2	CERTIFICATE OF SUBMISSION MANDATORY	4
2.3	DELIVERY INSTRUCTIONS AND DEADLINE MANDATORY	4
2.4	INQUIRIES.....	5
2.5	COMMUNICATION.....	5
2.6	OFFEROR CONTACT.....	5
2.7	OFFERING PERIOD MANDATORY	6
2.8	CHANGES TO OFFER	6
2.9	NO LIABILITY.....	6
2.10	VERIFICATION OF OFFEROR’S OFFER	6
2.11	OWNERSHIP OF OFFERS	6
2.12	PROPRIETARY INFORMATION	7
2.13	CORPORATION IDENTIFICATION	7
2.14	DECLARATION WITH RESPECT TO GRATUITIES	7
2.15	CONFLICT OF INTEREST	7
2.16	DECLARATION RE: BID RIGGING AND COLLUSION.....	7
2.17	INTELLECTUAL PROPERTY RIGHTS.....	8
2.18	NON-DISCLOSURE OF CMHC INFORMATION	8
2.19	OFFEROR’S PROCUREMENT BUSINESS NUMBER (PBN).....	9
2.20	COSTS ASSOCIATED WITH THE PREPARATION OF OFFERS	9
3	STATEMENT OF SERVICES TO BE COVERED UNDER THIS SA	10
3.1	OVERVIEW OF SECTION 3	10
3.2	STATEMENT OF SERVICES.....	10
4	OFFER REQUIREMENTS.....	13
4.1	OVERVIEW OF SECTION 4	13
4.2	COVERING LETTER	13
4.3	TABLE OF CONTENTS	13
4.4	OFFEROR’S QUALIFICATIONS MANDATORY	13
4.5	RESPONSE TO STATEMENT OF SERVICES MANDATORY	14
4.6	FINANCIAL INFORMATION MANDATORY	14
4.6.1	CREDIT CHECK	14
4.7	PRICING SCENARIOS INFORMATION PURPOSES ONLY.....	14
5	SECTION 5 EVALUATION AND SELECTION	15
5.1	OVERVIEW OF SECTION 5	15
5.2	LIMITATION OF DAMAGES.....	15
5.3	EVALUATION TABLE	15

5.4	EVALUATION METHODOLOGY.....	15
5.5	FINANCIAL EVALUATION	16
5.6	OFFEROR SELECTION.....	16
6	SECTION 6 TERMS AND CONDITIONS - SUPPLY ARRANGEMENT AND ANY RESULTING CONTRACTS FROM THIS SA	17
6.1	OVERVIEW OF SECTION 6.....	17
6.2	SUPPLY ARRANGEMENT TERMS & CONDITIONS	17
7	SECTION 7 APPENDICES.....	32
	APPENDIX A List of Learning and Development Topic MANDATORY	32
	APPENDIX B Certificate of Submission MANDATORY	33
	APPENDIX C Evaluation Table – RFSA – Learning and Development Services	34
	APPENDIX D Mandatory Compliance Checklist	35

1 GENERAL INFORMATION

1.1 Overview of Section 1

This section provides general information about Canada Mortgage and Housing Corporation (CMHC) and in particular about this Request for Supply Arrangement (RFSA).

1.2 Introduction and Scope

CMHC wishes to enter into Supply Arrangement (SA) with a selection of vendors (hereinafter referred to as “offerors”) for the purpose of providing training and development services on a variety of topics and subjects. The duration of these Supply Arrangements will be for three (3) years with the possibility of one, two-year optional renewal, not to exceed a cumulative total of five years. The total dollar value of resulting contracts from this Supply Arrangement (SA) will not exceed \$7,000,000.00 over the maximum five year term. This dollar value represents an estimated contract value and not the actual purchase value of services.

More detailed specifications can be found in Section 3, “Statement of Services.”

1.3 CMHC Background

CMHC is the Government of Canada’s national housing agency, with a mandate to help Canadians meet their housing needs. It is a Crown corporation, with a Board of Directors, and is accountable to Parliament through the Minister of Employment and Social Development and Minister for Multiculturalism, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jason Kenney.

CMHC has approximately 2,000 people between its National Office in Ottawa and at Business Service Centers throughout Canada. The Business Service Areas are divided into five regions: Atlantic, Quebec, Ontario, British Columbia, and the Prairies & Territories.

For more information about CMHC, visit: <http://www.cmhc-schl.gc.ca/>

1.4 Purpose of the RFSA

CMHC will use this RFSA to retain a pool of pre-qualified suppliers (SA Holders) for the provision of learning and development services outlined herein on an “as-and-when required” basis. The RFSA is the first stage of a two stage procurement process. Within this stage, the procurement framework for subsequent contracts is detailed, and offerors are evaluated against mandatory criteria; SAs are then issued to offerors who substantially comply with the mandatory criteria and have met or exceeded all upset scores. In other words, offers and offerors are qualified in terms of ability to satisfy the stated mandatory criteria, while also providing evidence of their ability to provide “Best Value” to CMHC.

Following the establishment of the SAs – i.e., as part of the second stage of the procurement process – contracts may be awarded as requirements become known, based on the framework and process defined herein.

CMHC reserves the right to award a contract to any one of the selected offerors in accordance with existing Corporate procurement policies. 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. The selection of offerors will be based on their qualifications and experience.

The existence of these Supply Arrangements (SAs) does not provide the selected offerors with any rights or exclusive rights to the provision of services outlined herein. CMHC reserves the right to contract with other offerors to obtain these services.

1.5 Schedule of Events

The following schedule summarizes significant activities during the RFSA process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any Supply Arrangements (SAs) which may be entered into by CMHC and the selected offerors.

Date	Activity
11 August 2014	Request for Supply Arrangement (SA) issued
12 September 2014	Deadline for submission of questions
19 September 2014	Deadline for submission of offers
November 2014	Evaluation and selection of Supply Arrangement (SA) offeror(s)
November 2014	Announcement of successful SA offeror(s)
Upon Request	Debriefing of unsuccessful SA offerors, as requested

1.6 Terms and Conditions of Offer and Any Resulting Contract

The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this offer solicitation and any resulting contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

1.7 RFSA Potential Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Service Centres throughout Canada.

The Policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by Business Access Canada as the Official CMHC Source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148.

Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

1.8 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Supply Arrangement Holders will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any contract resulting from this RFSA.

1.9 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

2 INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS RFSA

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Offeror about CMHC's offer submission requirements pertaining to this RFSA process.

2.2 Certificate of Submission Mandatory

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFSA. All offeror offers Must include a Certificate of Submission (or an accurate reproduction) signed by the offeror.

Offerors must submit a signed Certificate of Submission as part of their offer. Should an offeror not include the signed Certificate of Submission, the offeror will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline Mandatory

Timely and correct delivery of offers to the exact specified offer delivery address is the sole responsibility of the offeror. All risks and consequences of incorrect delivery of offers are the responsibility of the offeror. CMHC will not assume or have transferred to it those responsibilities. Offers may be submitted in English or in French.

Number of copies

One (1) signed original and two (2) paper copies of the complete offer are to be submitted.

Method of Sending

Offers sent by facsimile machine or e-mail will not be accepted.

Packaging and Address

Offers, including all supporting documentation, are to be sealed. The outermost packaging of the offer, including any courier or delivery packaging, must indicate all of the following information and be addressed exactly as follows:

C1 Guard Station
Canada Mortgage and Housing Corporation
1st Floor, "C" Building
700 Montreal Road
Ottawa, Ontario K1A 0P7
PROPOSAL CALL: Learning and Development Services, *RFSA file*
#201402377

Offers arriving late will be automatically rejected and returned, unopened, to the offeror.

Offer Submission Deadline

Mandatory

Your offer must be **received** at the exact location as specified above on or before the submission deadline set as:

3:00 p.m. local Ottawa time, on 19 September 2014.

2.4 Inquiries

All questions regarding this RFSA must be sent by e-mail or facsimile to the following:

Patricia Howse
Procurement Advisor
Email: phowse@cmhc-schl.gc.ca
Fax: 613-748-2079

Information given verbally by any person within CMHC shall not be binding upon CMHC. Offerors must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFSA. CMHC cannot guarantee a reply to inquiries received less than five (5) days prior to the closing date.

All questions submitted in writing, which in the opinion of CMHC affect all offerors, will be answered by CMHC in writing and distributed to all offerors by facsimile, e-mail or GETS. All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFSA as a result of any inquiry or for any other reason, an addendum to this RFSA will be provided to each offeror to whom CMHC has issued this RFSA by facsimile, e-mail or GETS.

2.5 Communication

During offer evaluations, CMHC reserves the right to contact or meet with any individual offeror in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. An Offeror will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all offerors for this purpose.

2.6 Offeror Contact

The Offeror shall name a person in their proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period

Mandatory

All responses must provide that the terms of the response, including the pricing proposal, shall remain valid and binding on the Offeror for a period of **90 Days** following the closing date.

2.8 Changes to Offer

Changes to the submitted offer can be made, if required, only prior to the submission deadline, and provided they are received as an addendum to, or clarification of, a previously submitted offer, or as a completely new offer to cancel and supersede the earlier offer. The addendum, clarification, or new offer must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **“REVISION”** and received no later than the submission deadline. In addition, the revised offer must include a description of the degree to which the contents are in substitution for the earlier offer.

2.9 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFSA is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to proponents for losses or damages arising from any errors that may be found in the RFSA, regardless of how the errors are caused. Offerors remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFSA.

By submitting an offer, offerors waive any claims or causes of action that they may have against CMHC or its representatives as a result of the conduct of this RFSA process or any resulting contract award, except insofar as they have proof of willful misconduct on the part of CMHC or its representatives. Offerors agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFSA or any resulting contract award. This section is intended to be a complete waiver of the offerors' right to claim damages subject to the limited exception noted above.

2.10 Verification of Offeror's Offer

The Offeror authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Offeror's offer.

2.11 Ownership of Offers

All responses and related materials become the property of CMHC and will not be returned. CMHC will not reimburse the offeror for any work related to, or materials supplied in the preparation of the RFSA response.

All information regarding the terms and conditions, financial and/or technical aspects of the Offeror's offer, which, in their opinion, are of a proprietary or confidential nature, must be

clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at **each item** or at the **top of each page**. Offerors' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, Offerors are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.12 Proprietary Information

Information contained in this RFSA is to be considered "Proprietary Information" and the Offeror is not to disclose this information to any party other than the Offeror's employees or agents participating in the response to this RFSA.

2.13 Corporation Identification

The Offeror agrees not to make any use whatsoever of CMHC's name, logo or other official marks, without the express written consent of CMHC.

2.14 Declaration with respect to Gratuities

In submitting its offer, the Offeror certifies that no representative for the Offeror has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

2.15 Conflict of Interest

The offeror and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFSA process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The offeror shall then, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

A successful offeror must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the offeror's duties to that third party and the offeror's duties to CMHC.

In the event that a conflict of interest, real or potential, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the offeror from consideration under the RFSA or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the offeror

2.16 Declaration re: Bid Rigging and Collusion

In submitting its offer, the Offeror certifies that:

- (a) prices as submitted in its offer have been arrived at independently from those of any other Offeror;
- (b) the prices as submitted have not been knowingly disclosed by the Offeror, and will not knowingly be disclosed by the Offeror prior to the award of an SA, directly or indirectly, to any other Offeror or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, an offer, for the purpose of restricting competition.

2.17 Intellectual Property Rights

All information and materials produced under any contracts resulting from this Supply Arrangement shall be the exclusive property of the Offeror and the Offeror shall have copyright therein. 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 Arrangement.

2.18 Non-Disclosure of CMHC Information

Under this section, “CMHC Information” refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfill the requirements of the Supply Arrangement, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the offeror, reseller, agent or any other person engaged to perform the Services under the SA.

The offeror acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control of all times. The offeror further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The offeror shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services under any contract awarded as a result of the Supply Arrangement.

The offeror shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by physical or electronic means. Without limiting the generality of the foregoing, the offeror shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the offeror or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a

court, person or body, the offeror shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The offeror also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in cooperation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

2.19 Offeror's Procurement Business Number (PBN)

As a potential supplier to CMHC, an important feature is the Procurement Business Number (PBN) created using the Canada Revenue Agency Business Number to uniquely identify a company and its branches, division, or offices, where appropriate.

All Canadian companies MUST have a PBN prior to the award of any Supply Arrangement as a result of this RFSA. Non-Canadian companies are strongly encouraged to obtain a PBN.

Companies may register for a PBN in the Supplier Registration Information (SRI) Service online at the Business Access Canada Internet site at: (<https://buyandsell.gc.ca/>) In order for companies to be sourced by CMHC, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, please contact the Business Access Canada InfoLine at 1-800-811-1148, to obtain the telephone number of the Supplier Registration Agent nearest you.

2.20 Costs Associated with the Preparation of Offers

No payment shall be made for costs incurred in the preparation or submission of an offer in response to this RFSA for any reason whatsoever, including cancellation of this pre-qualification instrument at any time by CMHC.

No payment shall be made for costs incurred before receipt of a signed Contract under any resultant SA.

3 STATEMENT OF SERVICES TO BE COVERED UNDER THIS SA

3.1 Overview of Section 3

This section of the RFSA is intended to provide offerors with the information necessary to develop a qualifying offer. The Statement of Services is a complete description of the services that may be required under the SA.

3.2 Statement of Services

CMHC shall use the SA as a source list of suppliers. From this list, CMHC may select suppliers to deliver, design and/or develop learning events, such as workshops, courses and webinars that will help meet the learning and development needs of its employees. The learning events are envisioned to be aligned with the topics listed below. Subtopics are also provided for information, but actual specific needs will be determined as-and-when required, based on CMHC's business requirements.

Learning and Development Topics and Subtopics

1. Leadership Development

- Strategies for persuasion and influence
- Management skills for engaging employees: recognition, motivation, succession management, etc.
- Coaching
- Mentoring
- Facilitation skills
- Managing teams
- Change management
- Strategic thinking, decision making and planning
- Essential leadership skills

2 – Professional Competency Development

- Business Writing:
 - memos and e-mails
 - briefing notes
 - reports
 - business cases
 - agendas, minutes and meeting reports
 - grammar
- Presentation skills
- Negotiation skills
- Practical time and workload management
- Project management
 - Introduction to project management

- specialized skills: controlling project scope, project kick-off, project meetings, negotiation skills and project communication
- Train-the-trainer / designer or task training

3- Human Resources and Functional Skills Development for Managers and Employees

- Resume writing
- Interview skills
- Performance management
- Having difficult conversations
- Strategic health and well-being management at work
- Supervision of employees
- Individual and team coaching
- Analytical thinking
- Governance
- Finance

4- IT Skills Training

- Microsoft Office desktop applications
- Microsoft project

5- Entrepreneurial / Innovation Skills

- Innovative thinking processes
- Practical creative thinking

6- Interpersonal Skills

- Active listening skills
- Networking skills, political sensitivity, branding
- Emotional intelligence
- Business relationships: skills and strategies
- Conflict resolution
- Client Service
- Communication skills

7- Self-assessments

- Leadership styles
- Communication styles
- Personal styles
- Change and stress management styles
- Analytical skills

Depending on the business requirement, CMHC may select suppliers based on the following qualifications:

- Ability to 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.
- Ability to analyze individual and group training needs.
- Experience delivering training to specific client groups – e.g., aspiring team leaders, managers, senior management, executives, or a particular business line
- Expertise of the facilitator in the particular learning and development requirement, and/or with the specific client group
- Experience delivering in-class, instructor-led or live, online webinars;
- Ability to provide participants with high quality learning and reference material, such as manuals or booklets, in print and electronically.
- Ability to conduct an electronic pre-assessment of the learners' level of knowledge and expectations pertaining to the learning and development event;
- Ability to provide means of promoting the transfer of learning.
- Ability to deliver training in one or more of CMHC's offices across Canada
- Ability to provide training in English, French, or both official languages;

4 OFFER REQUIREMENTS

4.1 Overview of Section 4

Offers are to be organized and submitted in accordance with the instructions in this section. Offers should be organized into the following Response Item sections.

Response #

- 4.2 Covering Letter
- 4.3 Table of Contents
- 4.4 Offeror's Qualifications
- 4.5 Response to Statement of Services
- 4.6 Financial Information
- 4.7 Pricing Scenarios

Offerors are encouraged to take care in completely answering questions and offer requirements, and to avoid submitting extraneous materials that do not show how the offeror is able to meet SA requirements. Unnecessarily lengthy offers are not encouraged.

Requirements for each Response Item are detailed below.

4.2 Covering Letter

A covering letter, on the offeror's letterhead, shall be submitted. The covering letter must include the following:

- (a) A description of the company or joint venture/consortium, including years of experience.
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFSA: the individual's name, address, contact numbers by phone and fax, and contact e-mail address.
- (d) The locations of primary and all other offices that would be servicing any contracts issued from this SA.

4.3 Table of Contents

The offeror shall include a Table of Contents using the response item headings and numbering system identified in 4.1 of this section of the RFSA. The response should be paginated for easy referencing by the evaluation committee.

4.4 Offeror's Qualifications

Mandatory

The offer **MUST** include its qualifications by providing the following information:

- a) A summary of the firm, including: 1) area of expertise and/or specialization; 2) the firm's philosophy and approach to training, learning and development; and 3) demonstrated experience, of at least five years, in the analysis of training requirements, design and/or facilitation of learning and development services related to the themes listed in section 3.2;
- b) Resumes for key resources – i.e., trainers and facilitators - who would be assigned to the CMHC account (maximum of 5).

c) References: A list of three (3) contracts of a similar size and scope which the offeror currently holds or has held over the past 36 months. For each contract, the following information is required: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of services provided by the offeror.

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).

4.6 Financial Information

Mandatory

4.6.1 Credit Check

Sole proprietorships and partnerships must provide a statement contained within their offer giving written permission for CMHC to perform a credit check as required.

4.7 Pricing Scenarios

**Information Purposes Only
(This section will not be evaluated)**

For budget purposes and to provide us with a sense of your price ranges for training services, please complete the following chart indicating the breakdown of costs for the delivery of a workshop.

Deliverable	Cost per Unit of Work	Total Cost
Facilitator Fee	Per diem:	Total for 1 day workshop:
Participant Materials	Per participant:	Total per workshop based on 15 participants (maximum number of participants):
Development Cost	Per workshop:	Total for all deliveries:
Translation Cost	Per workshop:	Total per workshop
Other deliverable – please describe	Per deliverable:	Total per workshop:

For other services, such as individual coaching and needs assessments, please list the service and provide both **per diem and hourly rates**.

All prices in the pricing scenarios are to be quoted in Canadian dollars and be exclusive of Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate offers and qualify Supply Arrangement Holders. All offerors that meet all of the mandatory criteria and meet or surpass any stated upset scores, will be awarded a Supply Arrangement. Receipt of a Supply Arrangement does NOT automatically mean that an offeror will receive subsequent Contracts.

CMHC reserves the right to accept or reject any or all offers in whole or in part.

CMHC shall conduct the RFSA process in a visibly fair manner and will treat all offerors equitably. To this end, it has established objective RFSA standards and evaluation criteria which will be applied uniformly to all offerors. Therefore, no offeror shall have any cause of action against CMHC arising out of a failure to award a Supply Arrangement, the failure to evaluate any offer, or the methods by which an offer is qualified.

5.2 Limitation of Damages

The offeror, by submitting an offer and subject to section 2.9 “No Liability”, agrees that under no circumstances will it claim damages in excess of the reasonable costs incurred by the offeror in preparing its offer. The offeror waives any claim for loss of profits or other indirect or special damages.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix “C” lists all the criteria upon which each offer will be evaluated. The criteria are based on the requirements as provided in this RFSA.

5.4 Evaluation Methodology

Each offer will be examined to determine substantial compliance with each mandatory requirement identified in this RFSA. An offer must substantially comply with all of the mandatory requirements in order to proceed in the evaluation process.

Each substantially compliant offer shall be evaluated by an Evaluation Committee made up of qualified personnel. Each Committee member shall evaluate and numerically score each offer in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "C".

An offer must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation.

Each compliant offer that meets the minimum upset scores in each category shall then be awarded a Supply Arrangement (SA). These offerors shall make up the short-list of offerors granted Supply Arrangements.

5.5 Financial Evaluation

Once short listed offerors are identified, CMHC will carry out a financial evaluation in the form of a credit check on the short offerors. The credit check will be based on the information that is requested as per Sections 4.6 of this RFSA.

The credit check is a pass/fail evaluation to determine whether short listed offerors have the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If a short listed offeror passes the credit check, CMHC is then in a position to begin SA discussions. If a short listed offeror fails the credit check, it is disqualified from further consideration.

5.6 Offeror Selection

Acceptance of an offer does not oblige CMHC to incorporate any or all of the accepted offers into a Supply Arrangement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at satisfactory Supply Arrangements with one or more parties. CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate offer included in any offeror's offer.

Without changing the intent of this RFSA or the qualifying offerors' offer, CMHC will enter into discussions with the qualifying offerors for the purpose of finalizing Supply Arrangements. If at any time CMHC decides that any qualified offeror cannot satisfy CMHC's requirements, CMHC may terminate negotiations.

Announcement of the successful offerors will be made to all offerors following the notification of the Supply Arrangement offerors.

6 SECTION 6 TERMS AND CONDITIONS - SUPPLY ARRANGEMENT AND ANY RESULTING CONTRACTS FROM THIS SA

6.1 Overview of Section 6

A Supply Arrangement (SA) is an agreement between a Supply Arrangement Holder (Offeror) and CMHC detailing the procurement process, clauses, terms and conditions and technical requirements for any resulting procurements by CMHC. CMHC reserves the right to issue RFPs or RFQs to all Supply Arrangement Holders or issue RFPs or RFQs to a limited number of Supply Arrangement Holders in accordance with the terms set out in this Supply Arrangement. The terms and conditions in this Supply Arrangement will form the basis of the agreement. CMHC reserves the right to add, delete or revise terms and conditions during contract negotiations.

Terms and conditions identified as “Mandatory” in the RFSA or this SA must be included in the agreement.

The Supply Arrangement is not in itself a contract, but rather a base document that forms part of any resulting RFPs, RFQs, and contracts. When being issued a Supply Arrangement, the Supply Arrangement Holder accepts the obligation to provide the specified services in accordance with the Supply Arrangement, under any resulting contracts that may be awarded.

The offer and all associated correspondence from the Offeror, where relevant, shall to the extent desired by CMHC form part of the final Supply Arrangement and the Offeror must accept that the final Supply Arrangement will be in a format acceptable to CMHC.

Submission of an offer constitutes acknowledgment that the Offeror has read and, unless otherwise stated in the offeror’s offer, agrees to be bound by the terms and conditions in this draft Supply Arrangement in the event that the Offeror is selected by CMHC to enter into a Supply Arrangement or a resulting contract.

For the purposes of this section the term “Supply Arrangement Holder” refers to a successful Offeror with whom CMHC enters into a Supply Arrangement.

6.2 Supply Arrangement Terms & Conditions

The attached Supply Arrangement and Resulting Contract Terms & Conditions forms section 6.2 of this RFSA.

SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES, TERMS & CONDITIONS FOR ANY CONTRACTS AWARDED UNDER THE SA

Article 1.0 - The Services

1.1 The Supply Arrangement Holder covenants and agrees to provide any requested Services in accordance with the Statement of Work attached as Schedule “A” (the “Services”).

1.2 The Supply Arrangement Holder acknowledges that this Supply Arrangement by itself is not a contract for services. CMHC reserves the right to award a contract to any one of the Supply Arrangement Holders in accordance with existing Corporate procurement policies. On an as-and-when-required basis, CMHC will seek competitive cost quotations and/or proposals from Supply Arrangement Holders to meet specific business requirements. The selection of Supply Arrangement Holders will be based on their qualifications and experience.

Article 2.0 - Terms of the Supply Arrangement

2.1 This SA shall be for a period of three (3) years, commencing in November 2014 and ending in November, 2017, unless terminated or in accordance with the terms and conditions herein.

Article 3.0 - Financial

3.1 In consideration of the performance of the Services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding this however, CMHC's total financial liability with any supplier under the terms and conditions of this SA shall not exceed \$7,000,000.00 for initial and renewal terms.

3.2 The amount payable to the Contractor by CMHC pursuant to Article 3.1 is exclusive of all taxes, rates or other levies payable by the Contractor, including any goods and services tax or retail sales tax. Upon request, the Contractor shall provide CMHC with satisfactory evidence of the payment of all such taxes, rates or levies as is the case with any disbursement the Contractor has made.

GST, HST or PST, to the extent applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which GST, HST, or PST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due pursuant to this Arrangement. The Contractor agrees to remit to the appropriate Provincial Government any amounts of PST paid or due pursuant to this Arrangement.

3.3 Invoicing - The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service(s) as outlined in any resulting Contract.

3.4 Audit - The Contractor shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any renewals thereof. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Contractor agrees to provide the Corporation's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice, however the Corporation agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and not to break confidentiality.

3.5 All invoices, notices and requests for payment must make reference to this Supply Arrangement and resulting Contract number by quoting **CMHC file #201402377** and be forwarded to CMHC at the following address:

**Canada Mortgage and Housing Corporation
Joyce Coldrey
Team Leader, Learning and Development
Room B1-314
700 Montreal Road
Ottawa, Ontario
K1A 0P7**

Article 4.0 - General Terms and Conditions

4.1 Supply Arrangement Termination

Notwithstanding Articles 2.1 and 2.2 above, CMHC may terminate this Supply Arrangement and any resulting Contract for any reason with no penalty by giving thirty (30) days written notice, at any time during the Supply Arrangement period.

4.2 Supply Arrangement Administrator

CMHC has assigned a Supply Arrangement Administrator to oversee this Supply Arrangement. The Supply Arrangement Holder shall be expected to name a counterpart representative. The Supply Arrangement Holder's representative will be responsible for providing scheduled status reports to the Supply Arrangement Administrator or a designate.

4.3 Supply Arrangement Renewal

The Supply Arrangement may be renewed within 30 days of the expiry of the Supply Arrangement, at the sole discretion of CMHC, for an additional two year period, not to exceed a cumulative total of five (5) years, including the initial term of three (3) years. Upon receipt of such a request, the Supply Arrangement Holder may agree to such an extension by signing and returning the request, negotiating amendments with CMHC or withdrawing from the Supply Arrangement.

4.4 Assignment of the Supply Arrangement

The Supply Arrangement shall not be assigned in whole or in part by the Supply Arrangement Holder without the prior written consent of CMHC. It is understood and agreed that the Supply Arrangement Holder may engage other entities to assist them in providing certain of the services contemplated in this Supply Arrangement provided that the Supply Arrangement Holder shall at all times remain responsible for the provision and quality of such services in a manner which fully recognizes and respects the confidential nature of the services. The Supply Arrangement Holder undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of CMHC. No assignment of this Supply Arrangement shall relieve the Supply Arrangement Holder from any obligation under this Supply Arrangement or impose any liability upon CMHC.

4.5 Supply Arrangement Holder's Indemnification

The Supply Arrangement Holder agrees to indemnify CMHC, its officers and employees for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Supply Arrangement and any related agreement whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Supply Arrangement Holder.

4.6 No Limitation

No specific remedy expressed in this Supply Arrangement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any Supply Arrangement or otherwise in law.

4.7 Termination for Default of Supply Arrangement Holder

Notwithstanding anything to the contrary in this document, CMHC may, by giving 10 days prior written notice to the Supply Arrangement Holder, terminate this Supply Arrangement and any resulting Contract without charge with respect to all or any part of this Supply Arrangement for any of the following reasons:

1. The Supply Arrangement Holder commits a material breach of its duties under this Supply Arrangement, unless, in the case of such breach, the Supply Arrangement Holder, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach and (b) indemnifies CMHC for any resulting damage or loss;
2. The Supply Arrangement Holder commits numerous breaches of its duties under this Supply Arrangement that collectively constitutes a material breach;
3. A change in control of the Supply Arrangement Holder where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Supply Arrangement Holder are acquired, by any entity, or the Supply Arrangement Holder is merged with or into another entity to form a new entity, unless the Supply Arrangement Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Supply Arrangement;
4. The Supply Arrangement Holder commits fraud or gross misconduct; or
5. The Supply Arrangement Holder becomes bankrupt or insolvent, or a receiving order is made against the Supply Arrangement Holder, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Supply Arrangement Holder, or if the Supply Arrangement Holder takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Supply Arrangement Holder arising out of a Contract awarded from this Supply Arrangement or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Supply Arrangement Holder for the value of all finished services delivered and accepted by CMHC, such value to be determined in accordance with the rate(s) specified in the current contract.

4.8 Non-Compliance or Default by SA Holder

If the Supply Arrangement Holder fails to comply with a direction or decision of CMHC properly given relating to a contract under the terms of the Supply Arrangement, or is in default in any other manner under a resulting contract, CMHC may do such things and incur such costs as it deems necessary to correct the Supply Arrangement Holder's default, including without limitation the withholding of payment due or accrued due to the SA Holder for Services rendered, which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

4.9 Force Majeure

In the event that the Supply Arrangement Holder is prevented from fulfilling its resulting contractual obligations under the terms of this Supply Arrangement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Supply Arrangement Holder shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Supply Arrangement Holder has no reasonable control.

The Supply Arrangement Holder shall take all reasonable means to resume fulfillment of any contractual obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of any qualified supplier without compensation or obligation to the Supply Arrangement Holder.

4.10 Compliance With Laws

The Supply Arrangement Holder shall give all the notices and obtain all the licenses and permits required to perform the services. The Supply Arrangement Holder shall comply with all the laws applicable to the services or the performance of the contract.

4.11 Laws Governing Agreement

This Supply Arrangement and any subsequent contract shall be governed by and construed in accordance with the laws of the Province of Ontario applicable therein. Failure by either party to assert any of its rights under the agreement shall not be construed as a waiver thereof.

4.12 Independent Contractor

The Supply Arrangement Holder shall act as an independent Contractor for the purposes of this supply arrangement. It and its employees, officers and agents are not engaged as employees of CMHC. The Supply Arrangement Holder agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Supply

Arrangement Holder shall retain complete control of and accountability for its employees and agents. The Supply Arrangement Holder shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and payroll deductions required in respect of its employees. All personnel shall, at all times, and for all purposes, be solely in the employment of the Supply Arrangement Holder.

4.13 Supply Arrangement Holder's Authority

The Supply Arrangement Holder agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

4.14 Corporation Identification

It is agreed that the Supply Arrangement Holder will make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

4.15 Intellectual Property Rights

All material, reports and other work product produced under the Supply Arrangement and any resulting contract will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Supply Arrangement Holder represents and warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright. Upon the material coming into existence, the Supply Arrangement Holder hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

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.

4.16 House of Commons

No member of the House of Commons shall be admitted to any share or part of any Contract resulting from this Agreement or to any benefit arising therefrom.

4.17 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to offerors of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from offerors (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip.

4.18 Conflict of Interest

Mandatory

(a) The Supply Arrangement Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

(b) The Supply Arrangement Holder must not provide any Services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Supply Arrangement Holder's duties to that third party and the Supply Arrangement Holder's duties to CMHC.

(c) In the event that a conflict of interest, real or perceived, 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. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Supply Arrangement Holder.

(d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest Act in order to derive a direct benefit from any contract which may arise from this Request for Supply Arrangement.

4.19 Publication

CMHC

- (i) is under no obligation to publish all or part of the work produced or its associated materials, reports, maps and other documents;
- (ii) has the right to edit or publish the work, in part or in its entirety;
- (iii) shall be the sole judge of those parts of the work, or those materials and reports, that it considers for publication.

4.20 Approval of Services

Before advancing any amount of payment to the Supply Arrangement Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the resulting Contract for Services has been performed to the satisfaction of CMHC. The method of approving the Services done will be in writing through electronic courier, fax or traditional mail as described in Schedule A attached herein.

In the event the Services are not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Supply Arrangement Holder's default, including, without limitation, the following:

- (a) direct Supply Arrangement Holder to redo the Contracted Services or part of the section which was not completed to CMHC's satisfaction;
- (b) withhold payment due or accrued due to the Supply Arrangement Holder for Contracted Services rendered pursuant to this Supply Arrangement;
- (c) set off any expenses incurred by CMHC in remedying the default or failures of the Supply Arrangement Holder against payment for Contracted work due or accrued due to the Supply Arrangement Holder;
- (d) terminate this Supply Arrangement and any resulting Contracts for default and /or seek indemnification from the Supply Arrangement Holder for losses suffered by CMHC as a result of such default.

4.21 Insurance

a) The Supply Arrangement Holder will provide and maintain Professional Liability insurance for a limit of not less than \$1,000,000. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Contractors employees and Contractors contract employees (if applicable) as named insured.

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 policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada. Upon receipt of the Certificate of Insurance CMHC reserves the right to request a Certified copy of the contractors policy for review.

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.

4.24 Non-waiver

The failure of CMHC to insist on strict compliance with one or more of the terms of the Supply Arrangement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Supply Arrangement shall be deemed to have been waived as a result of a breach by either party of the provision, unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach of any provision of

the Supply Arrangement by the other party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Supply Arrangement.

4.25 Severability

If any provision of the Supply Arrangement is held by competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Supply Arrangement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Supply Arrangement shall be either renegotiated or terminated by the parties.

4.26 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of any resulting Contracted Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Supply Arrangement Holder. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the services, the contract price shall be adjusted accordingly provided that the Supply Arrangement Holder shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.27 Confidentiality and Non-Disclosure of CMHC Information Mandatory

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfill the requirements of the Supply Arrangement, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Supply Arrangement Holder, reseller, agent or any other person engaged to perform the Services under the Supply Arrangement.

The Supply Arrangement Holder acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times. The Supply Arrangement Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Supply Arrangement Holder shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services under the Supply Arrangement.

Where the Services are sensitive in nature, CMHC may require that the Supply Arrangement Holder provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Supply Arrangement Holder further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Supply Arrangement Holder in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Supply Arrangement Holder immediately following the termination of this Agreement. For documents not returned to CMHC, the Supply Arrangement Holder shall provide specific proof under oath of their destruction.

The Supply Arrangement Holder shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (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. Without limiting the generality of the foregoing, the SA Holder shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Supply Arrangement Holder or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the SA Holder shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Supply Arrangement Holder also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in cooperation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

In the event that a breach of confidentiality occurs, the Supply Arrangement Holder will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

4.28 Extras

Except as otherwise provided in any resulting Contract from this SA, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC.

4.29 Access to CMHC Property

The SA does not provide automatic access to CMHC premises. Where specified in the SA and any resulting contract, CMHC agrees to permit access by the Supply Arrangement Holder's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of the contract. However, CMHC reserves the right to refuse entry of Supply Arrangement Holder's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.30 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Supply Arrangement Holder. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Supply Arrangement Holder shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

Article 5.0 - Supply Arrangement Administration

5.1 The SA Holder shall be notified in writing by CMHC's Supply Arrangement Administrator, of the names of CMHC representatives authorized, from time to time, to assign work and approve payments with respect to the services carried out under this Supply Arrangement.

IN WITNESS WHEREOF this Offer has been signed by the Supply Arrangement Offeror by their duly authorized signing officers. By signing, the Supply Arrangement Offeror agrees to the Terms & Conditions contained herein.

Supply Arrangement Offeror; _____

Phone: () _____ **Fax:** () _____

E-mail: _____

**Supply Arrangement Offeror
Authorized Officer**

Date

Witness

Date

SCHEDULE "A"

TERMS OF REFERENCE

- 1. Statement of Work**
- 2. Project Management**
- 3. Schedule of Tasks and Allocation of Staff by Phases**

SCHEDULE "B"

MANNER OF PAYMENT

7 SECTION 7 APPENDICES

APPENDIX A List of Learning and Development Topic

MANDATORY

CMHC’s Learning and Development Topics and Subtopics (including current requirements and potential requirements)	Indicate Ability to Provide Services in Subject Matter Area Yes / No	Provide Related Course/Workshop / Self-assessment Information: Title and short description (1 page maximum per course) or website address for additional information	Indicate Language of Service: English or French or both Official Languages
1. Leadership Development			
Strategies for persuasion and influence			
Management skills related to employee engagement			
Coaching			
Mentoring			
Facilitation skills			
Managing teams			
Change management			
Strategic decision making and planning			
Essential leadership skills			
2. Professional Competency Development			
Business Writing:			
Memos and e-mails			
Briefing notes			
Reports			
Business cases			
Agendas, minutes and meeting reports			
Grammar			
Presentation skills			
Negotiation skills			
Practical time and workload management			
Project management:			
Introduction to project management			
Specialized skills: e.g., controlling project scope, project kick-off, project meetings, negotiation skills and project communication			
Train-the-trainer, designer or task training			
3. Human Resources and Functional Skills Development for Managers and Employees			
Resume writing			
Interview skills			
Performance management			
Having difficult conversations			
Health and well-being management at work			
Supervision of employees			
Individual and team Coaching			
Analytical thinking			
Governance			
Finance			
4. IT Skills Training			
Microsoft Office desktop applications			
Microsoft project			
5. Entrepreneurial / Innovation Skills			
Innovative thinking processes			
Practical creative thinking			
6. Interpersonal Skills			
Active listening skills			
Networking, political sensitivity, branding			
Emotional intelligence			
Business relationships: skills and strategies			
Conflict resolution			
Client service			
Communication skills			
7. Self-Assessments			
Leadership styles			
Communication styles			
Personal styles			
Change and stress management styles			
Analytical skills			

APPENDIX B Certificate of Submission

MANDATORY

Company Name Procurement Business Number (PBN) ___
hereby:

- 1) agrees to provide Services to CMHC, as described in this Offer, on an if, as and when required basis, all in accordance with the Request for Supply Arrangement;
- 2) agrees to the terms as set out in this Offer, for the period of the Supply Arrangement (SA) as specified in this RFSA;
- 3) certifies that, at the time of submitting this Offer, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- 4) and warrants that in submitting the Offer or performing any Services awarded from a Supply Arrangement, there is no actual or perceived conflict of interest; or identifies the following conflict of interest:
_____.
- 5) represents and warrants that in preparing the Offer, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFSA that was not made available to other Offerors;
- 6) certifies that this Offer was independently arrived at, without collusion;
- 7) certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a Supply Arrangement;
- 8) authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the offer;
- 9) agrees to comply with all of the section 6 MANDATORY Terms and Conditions in an unaltered form as stated for any Contract awarded as a result of this RFSA;
- 10) agrees that, in the event of acceptance of its Offer, it will enter Supply Arrangement negotiations in accordance with the RFSA, and, upon successful entry into any resulting Contract with CMHC, it will commit to providing the full scope of Services identified in any resulting Contract.
- 11) agrees that, all the materials produced under the terms of any Contract resulting from this RFSA shall be the exclusive property of CMHC, that CMHC shall have copyright therein; and will not reimburse the offeror for costs associated with the services, travel or documents produced in response to this RFSA;
- 12) agrees that it and any other persons for which it is responsible, who are to perform the Services as stated in this RFSA, at the request of CMHC will comply with security screening as deemed appropriate;
- 13) authorizes CMHC to perform a credit check and/or financial evaluation, as required.

Signed this _____ day of _____, 2014 at _____, Canada.

Corporations are not required to provide a corporate seal.

Corporation/Individual:

Signature of Signing Authority

Name & Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX C Evaluation Table – RFSA – Learning and Development Services

EVALUATION CRITERIA	A	B	C	D
	WEIGHT	POINTS 1 to 10	UPSET SCORE	SCORE A x B
Offer Requirements (Section 4)				
Summary of the firm as per Section 4 a) <ul style="list-style-type: none"> • Area of expertise / specialization • Philosophy / approach to training, learning and development • Experience (at least five years) 	10		70	
Resumes of a maximum of five key resources –i.e., trainers and facilitators who would be assigned to the CMHC account	10		70	
References: A list of three (3) contracts of a similar size and scope which the offeror currently holds or has held over the past 36 months	10		70	
Response to Statement of services (Section 3.2)				
Demonstration of ability to provide services (refer to Appendix A, Chart 1 – List of Learning and Development Topics)	10		70	
TOTAL	40			

APPENDIX D Mandatory Compliance Checklist

- | | | |
|--------------------------|------------------------------------|-------------|
| <input type="checkbox"/> | Delivery Instructions and Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Offeror's Qualifications | Section 4.4 |
| <input type="checkbox"/> | Response to Statement of Services | Section 4.5 |
| <input type="checkbox"/> | Financial Information | Section 4.6 |
| <input type="checkbox"/> | List of L&D Topics | Appendix A |
| <input type="checkbox"/> | Certificate of Submission | Appendix B |

*** 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 Arrangement Holder.**