



REQUEST FOR PROPOSAL

FOR

360 Degree Feedback Assessment Services

Date issued: September 9, 2013

Solicitation Closes: September 27, 2013

Solicitation File # : 201303022

Originating Department: **CMHC**

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about CMHC and this Request for Proposal.

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a three (3) year contract with a vendor or vendors (hereafter referred to as the “proponent(s)”) for the purpose of purchasing 360 degree feedback assessment services in support of leadership development and succession planning. This includes developing and providing a tailored, user-friendly, automated, confidential and anonymous 360 degree feedback tool. The services would be extended to approximately 30 employees annually, but may also vary depending on the requirements. At the same time, CMHC is also seeking an approach that will provide a high quality of support and follow-up around the exercises, in order to maximize effectiveness and quality.

The value of this service is not expected to exceed \$159,000 (excluding taxes), during the three contract.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal.

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

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Employment and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jason Kenney.

CMHC has close to 2,000 people located at its National Office in Ottawa, and at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead proponent or lead proponents, and outline the terms and conditions under which the successful proponent(s) will operate or supply goods and/or services. In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC in terms of price.

1.4.1 All Non-Research Service Providers

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and various Business 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.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Timelines	Activities
September 9, 2013	Request for Proposal Issued
September 23, 2013	Submission of Questions Deadline
September 27, 2013	Submission Deadline
October 2013	Evaluation and Selection of Lead Proponent
November 2013	Finalize contract with Lead Proponent
November 2013	Contract Award
November 2013	Announcement of Successful Proponent
December 2013	Debriefing of Unsuccessful Proponent as Requested

1.6 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 4 Proposal Requirements
- Section 6 Proposed Contract, and
- Appendix A The Certificate of Submission.

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

1.7 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Proponents may submit comments labelled as *Proponent Feedback RFP #201303022* to the name and address provided in Section 2.4.

As CMHC does not wish to be perceived as influenced by such feedback in the award decision, proponents are requested to submit their feedback after the contract award has been announced.

Any proponent who notes a material flaw in the RFP that could affect the outcome should report it as specified in Section 2.4

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 Lead Proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

1.9 Language of work

The Contractor acknowledges and understands that CMHC is governed by the Official Languages Act and agrees to take any measures necessary to ensure compliance with the *Official Languages Act* and *Treasury Board* policies. When providing internal services to CMHC employees, in person, over the phone or in writing (including electronic correspondence), the Contractor must actively offer bilingual services in accordance with the *Official Languages Act* and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available services in either English or French. The Contractor must also ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the proponents about CMHC's procedures and rules pertaining to this RFP process.

Proponents are advised that CMHC has provided as Appendix C a Mandatory Compliance Checklist for your benefit to complete prior to submission. This is to assist you in ensuring that you comply with all Mandatory criteria as non-compliance will result in disqualification.

2.2 Certificate of Submission

Mandatory

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent. Refer to Section 1.6 Mandatory Requirements.

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

2.3 Delivery Instructions and Deadline

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

Number of copies

One (1) signed original and four (4) copies of the complete proposal are to be submitted.

Method of Sending

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

Packaging and Address

Proposals, including all supporting documentation, are to be sealed. The outermost packaging of the proposal should 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: 360 Degree Feedback Assessment Services, RFP File #201303022

Proposals arriving late will be automatically rejected and returned, unopened, to the proponent.

Submission Deadline

Mandatory

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

2:00 p.m. local Ottawa time, on September 27, 2013.

Proposals arriving late will be automatically rejected, and the sender will be so notified by e-mail.

2.4 Inquiries

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

Patricia Howse
Procurement Advisor
e-mail: phowse@cmhc-schl.gc.ca
Fax: 613-748-2998

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

All written questions submitted which, in the opinion of CMHC affect all proponents, will be answered by CMHC in writing and distributed to all proponents 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 RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to each proponent to whom CMHC has issued this RFP by facsimile, e-mail or GETS.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A proponent 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 proponents for this purpose.

2.6 Proponent Contact

The proponents 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 proponent for a period of 90 days following the closing date.

2.8 Changes to Submission

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

2.9 Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing that each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted and must be in a separate addendum to the proposal.

An acceptable alternative is one which CMHC considers satisfactory in meeting a mandatory requirement. CMHC at its sole discretion will determine if a proposed alternative meets the intent of the original mandatory requirement.

2.11 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

2.12 Verification of Proponent's Response

The proponents authorize CMHC to conduct such investigation as it deems appropriate to verify the contents of the proponents' response.

2.13 Ownership of Responses

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

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, 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. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, proponents 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.

2.14 Proprietary Information

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

2.15 Corporation Identification

The proponents agree not to make any use whatsoever of CMHC's name, logo or initials, including public advertisement, without the express written consent of CMHC.

2.16 Declaration re: Gratuities

In submitting its proposal, the proponents certifies that no representative for the proponents 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.

2.17 Conflict of Interest

- (a) The Contractor 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 Contractor 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 Contractor's duties to that third party and the Contractor'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 Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

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

2.19 Security Clearance

CMHC requires employees of the selected proponent(s) to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately 5 working days. If they are not security cleared, the proponent(s) or its employees will require an escort by a CMHC employee while in CMHC premises and will not be granted access to CMHC information and systems.

2.20 Shortlist

The evaluation procedure may include a shortlist based on the stated criteria. The shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders who are shortlisted.

2.21 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed participation and responsibilities of each company in the joint venture, and must provide a description of the proposed joint venture business arrangement which would be entered into by all parties upon receipt of a contract. The description must list the companies involved, indicate how long the business arrangement has been in existence, indicate the service(s) each respective party would be providing and describe the proposed participation and responsibility of each party.

The proponents shall designate one of the partners as the contact person through whom any communication between the proponents and CMHC will be channelled during the RFP process.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating company. Refer to Section 2.2.

2.22 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

2.23 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 fulfil the requirements of the Contract, 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 Contractor, any subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Contractor 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 Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those people who have a need to know this information in order to perform the Work under the Contract.

The Contractor 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 Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

The Contractor agrees that if any CMHC Information is to be located outside of Canada for any period of time, it shall do the following:

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;
- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

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 Contractor 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 Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation 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.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective proponents with the information necessary to develop a competitive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied.

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Work are clearly identified in Section 4 - Proposal Requirement.

The Mandatory Compliance Checklist is located at Appendix C (7.3).

3.3 Background and Key Elements of Human Resources Management at CMHC

CMHC's talent management framework identifies leadership as a critical success factor to ensure an appealing and dynamic corporate culture. Leaders play a key role in creating a corporate environment that inspires, motivates and mobilizes employees to give their full effort to achieve corporate goals. Managers and leaders should therefore possess the skills, knowledge, and competencies and be equipped with the tools and resources required to effectively manage and lead CMHC employees and fulfill their people management responsibilities.

The procurement process for service provider(s) planned in 2013 will allow CMHC to update its tools and processes for 360 degree feedback and ensure they are aligned with CMHC's leadership competencies and best practices. Greater integration within the leadership development program will also help ensure that development plans are put in place, implemented and their effectiveness measured.

The successful proponent will propose methodologies for 360 degree feedback built around CMHC's competencies and be in a position to review and advise CMHC on its internal assessment tools covering these same competencies.

CMHC has a long tradition of adopting leading-edge human resources policies and practices. In 1997, CMHC implemented a competencies-based approach to human resources management as part of the effort to balance skills, knowledge and behaviours required to achieve successful job performance. At that time, a series of "success profiles", including one for leaders, was developed identifying the key competencies and behavioural indicators needed to achieve success in a specific type of job or function in the organization. To help employees take stock of their own behavioural strengths, an in-house assessment questionnaire for behavioural competencies was made available via CMHC's human resources' intranet.

In 2005, CMHC initiated a strategic succession management approach to ensure it systematically assesses potential risks resulting from sudden vacancies in critical positions across the Corporation. Resources are set aside for development of potential employees to ensure that “critical” and “vulnerable” positions are effectively “de-risked” and that potential candidates have the skills and competencies required to move into leadership roles.

In 2006, the Corporation approved the key components of the talent management framework. The framework vision for managing human resources brought specific focus on talent to all aspects of managing people at all levels of the organization, so that CMHC is able to attract and retain the pool of talented employees it requires to achieve its business objectives. The talent management framework was updated in 2011 to elaborate on critical success factors needed to ensure an appealing and dynamic corporate culture. Specifically, it describes how managers play a crucial role in creating a corporate environment that inspires, motivates and mobilizes employees to give their full effort to achieve corporate goals. .

Revisions were made to the Leadership Profile in 2010 to better reflect the full range of skills, abilities and behaviours expected of current and aspiring leaders. In addition, a Leadership Competencies Planning Tool was developed this year to assist managers in reflecting and articulating how they can put CMHC’s leadership competencies into practice in achieving CMHC’s mandate and business objectives. A copy of the leadership competencies is included in Appendix D.

CMHC has had a 360 degree process since 2002. The process is for development purposes and is available to all supervisors and employees in a formal succession management position. Employees are accountable through their performance evaluation to develop an action plan and make progress towards the objectives identified in their plan. Over the years, close to 700 employees participated in a 360 degree feedback exercise. Following the up-date of the talent management framework, the 360 degree feedback questionnaire was reviewed to align it with the revised Leaders Profile. The revised 360 degree feedback questionnaire is used to assess leaders that are at the Director/Business Centre Managers and Executives levels.

A Leadership Development Framework was approved in 2013 to support CMHC’s commitment to have the best possible leaders in place now and ready for the future. One of the five key thrust of the framework is *Promoting the knowledge and awareness of self and others*. Knowledge and awareness of self and others will be supported through integrated and updated self-assessment tools and 360 degree feedback program. The 360 degree feedback is an important component of the Leadership Development Framework. A greater emphasis on the accountability and follow through in the development and implementation of action plans will be a key factor in ensuring that leaders develop the competencies required for their job. CMHC requires the expertise of the successful proponent to recommend mechanisms that will improve the follow through on actions and approaches to measure the return on investment.

Starting in 2013, participation in the 360 degree feedback will be at the Director/Business Centre Manager levels and will include:

- new managers who have been in their position for a minimum of 12 to 18 months and have expressed an interested in receiving feedback or who understand that a behavioural change is necessary and are prepared to work at developing objectives to modify the behavior
- existing managers who have been identified as potential candidates for a different or more senior management position (succession planning)
- existing managers where the feedback would support their development plan or validate the achievement of their plan objectives

3.4 Objective

CMHC is seeking a proponent to provide a full range of customized 360 degree feedback tools, including not only questionnaire design and administration but also guidance, debriefing and coaching associated with the effective use of the feedback results.

In performing these services, the proponent must adjust their approach in accordance to the behavioural competencies and the Leadership Profile during the course of the contract.

Given the link between competencies and the 360 degree feedback, the successful proponent may also be asked to recommend modifications to CMHC's behavioural competencies.

3.5 Statement of Work

3.5.1 360 Degree Feedback Process

The following describes the 360 degree feedback process as CMHC envisions it. Proponents should feel free to suggest improvements or a variance in the administration of the process that may be beneficial to the success of the initiative. A list of specific deliverables is given in section 3.9.

- a) In close consultation with CMHC, the successful proponent will design, develop and tailor all elements of the 360° process in accordance to CMHC's competency framework. These elements include the following:
 - the questionnaire format;
 - individual and Corporate results reports;
 - technological logistical preparations necessary for administration of the process, such as web site set-up and establishment of a telephone hot-line or e-mailbox for answering questions from participants and respondents;
 - materials/tools to help managers of the 360 degree feedback participants understand their role and responsibilities in helping their staff deal with all aspects of the 360° exercise;
 - materials/tools to help employees responding to a 360 degree feedback questionnaire understand their role and responsibilities with all aspects of the 360° exercise;
 - information material in paper or web-based format, e.g., presentation, booklet or recorded webinar, that would communicate why the 360 degree feedback is being

- conducted, how to understand their results report and show them how to develop an action plan that addresses the issues raised in the feedback report; and
- on an as needed basis, additional communication material to recipients and respondents may be requested (suggestions by the proponents are welcomed).
- b) The following are some of the key elements which must be covered in material prepared for recipients and/or respondents before the 360° exercise itself begins (Proponents may wish to recommend modifications to these):
- Elements common to both recipients and respondents would include: (a) the objectives of the 360° exercise and its role at CMHC; (b) the respective roles and responsibilities of the various participants in the exercise; (c) how the process works - before, during and after; (d) the mechanisms in place to ensure confidentiality and anonymity; and (e) where to look for more information and who to ask if there are further questions;
 - Elements specific to recipients would include: (a) how recipients stand to benefit from the exercise; (b) introduction to understanding the different kinds of results that might be received and putting them into perspective; and (c) how to develop the list of respondents and invite them to participate; and
 - Elements specific to respondents would include: (a) how respondents stand to benefit from the exercise; (b) how to fill out the questionnaire, including how to provide qualitative feedback in a manner that is clear, respectful and actionable, and (c) what to expect after the feedback is completed.
- c) After receiving information on the 360° feedback exercise, the recipients would prepare an initial list of respondents, which they would discuss with their direct supervisor to obtain mutual agreement on a final list. Recipients would also be responsible for talking to each potential respondent to invite them to participate (Proponents may wish to recommend modifications or enhancements to this approach):
- there will usually be 8-15 respondents per recipient, but sometimes as many as 20, where the recipient's scope of influence in the organization is relatively greater;
 - all respondents will normally be within CMHC;
 - each list of respondents will normally include the recipient's direct supervisor, all of the recipient's direct reports, all or most of his/her immediate colleagues, and the recipient. Depending on the situation, internal clients, indirect reports and/or senior management could also be included;
 - the list would then be reviewed by the recipient's immediate supervisor. The supervisor may add names to the list following a discussion with the recipient; and
 - the confirmed list of respondents would then be sent to the successful proponent.
- d) Once the respondents' lists are complete and approved, a link to the feedback questionnaire would be sent to all participants. The proponent would remain accessible to answer questions and provide clarification throughout the questionnaire completion period. (Proponents may wish to recommend modifications or enhancements to this approach)
- the questionnaire would be electronic in format with a Word version for CMHC's use;
 - the questionnaire would require approximately 20-25 minutes to fill out;

- CMHC envisions a questionnaire which would contain mostly closed-ended questions to obtain quantitative data, plus a few open-ended questions for qualitative results;
 - respondents would have approximately 2 weeks, with a “grace” period of several days, to complete the questionnaire and send it back to the successful proponent. E-mail reminders would be sent out, by the successful proponent, to all respondents; and
 - recipients would also fill out the questionnaire for themselves so that their own ratings and results can be compared with the respondents’.
- e) The successful proponent would ensure that all data is collected and analyzed, and prepare individual feedback reports.
- full individual feedback reports would be provided to the recipient; and
 - in collaboration with CMHC, the successful proponent would prepare an overview report, for corporate use, on the aggregated results of all recipients at the end of each calendar year.
- f) Following the data collection period, the successful proponent would provide information material to the recipients and may include the following components. (Proponents may wish to recommend modifications or enhancements to this approach)
- a brief overview of the process to this point;
 - information on how to understand and digest their results. This would include information on how to interpret the results, set goals and integrate the results into an action plan;
 - after the recipients have familiarized themselves with the process, the individual results reports would be issued to the recipients; and
 - each recipient would do a preliminary analysis of his/her own results.
- g) Recipients would have access to a private consultation session with the successful proponent, to go over their results report and preliminary analysis. This would be an opportunity for the recipient to receive personalized guidance, as well as an opportunity for the facilitator/ consultant to check for any difficulties the recipient might be having in understanding or accepting the results. (Suggestions from proponents are welcome regarding this issue).
- it would be emphasized to all recipients that the expertise of the successful proponent is there for them, to help them through the developmental planning process, which could include the setting of priorities and goals, choices of developmental activities suitable for the individual’s learning style and situation, and preparation of a developmental planning document appropriate for that individual;
 - the length of the private consultation session could vary depending on the recipient’s needs. A standard length of time could be between 1 to 1½ hour; and
 - these sessions would normally be conducted by conference call, however, in special circumstances and at CMHC’s request, a face-to-face meeting may be more appropriate.

Although it is anticipated that travel requirements at all stages of the project will be minimal, if required, all travel costs will be in line with CMHC’s Travel Policy guidelines.

The suggested employee development initiatives should be aligned with CMHC's leadership development framework. Following the consultation session, the recipients would have to complete an action plan. This plan would be reviewed by the successful proponent to ensure that it addresses the priorities and goals discussed during the consultation session.

Based on the process indicated above, the proponents must provide detailed information relative to the requirements indicated below:

Administrative/Infrastructure

Mandatory

- (1) All services, consultation and materials must be provided in both official languages as required by the client and proponents should indicate what steps they will take to ensure that all materials are of equivalent quality in both French and English.
- (2) The proponent must demonstrate that they have the capability of providing services, when required, in the locations described in the Statement of Work.
- (3) The proponent or their key Principals must have at least 5 years experience providing the same type of service to other organizations.
- (4) The proponents must demonstrate the capacity to provide appropriate confidentiality mechanisms throughout the process.
- (5) The proponents must demonstrate proficiency in providing a high standard of project management and administration.
- (6) In response to Section 3.9 Deliverables and Timetables, the proponents will comment on the target timelines, identify any potential issues that could arise and suggest an alternate schedule if necessary, accompanied by a complete rationale.
- (7) The proponents will provide detailed information regarding the nature and the availability of support services (e.g. hours per day, days per week, etc)
- (8) The proponents will describe, in detail, the type of technological infrastructure currently in use in their organization, what controls and measures are in place to ensure against loss of data and service interruptions and how data security is maintained.
- (9) In responding to the infrastructure requirements, the proponent will demonstrate that:
 - (a) System is quickly accessible to users across Canada. On a high-speed connection, each page in the application must load within five (5) seconds of being requested, four times out of five regardless of the region of the country;
 - (b) System provides for regular backup. In responding to this requirement, the proponent should explain its backup procedures and frequency;
 - (c) A business resumption plan in place. In responding to this requirement, the proponent should include a copy of its business resumption plan;
 - (d) Users should be identified with a unique user id and password;
 - (e) Entire transmission should be SSL encrypted as soon as the user connects to the application;
 - (f) Transaction logs should be available for troubleshooting or request tracking;
 - (g) System is compatible with both Lotus Notes 8.0 and Microsoft Office 2003/2007;
 - (h) System is compatible at a minimum with Internet Explorer 7.0;
 - (i) System will allow users the ability to open and read web pages from emails containing links to the proponent's website. These embedded links should authenticate the users automatically without having them re-type their username and password. This is to ensure that the site is secure and that users do not need to re-enter login information;

- (j) Includes a schedule for new releases:
 - Versioning/release (how often does it happen?),
 - How are the changes communicated?
 - How are the changes determined, and;
 - What would be the process for any CMHC suggested changes to be implemented?
 - Training for users would accompany new releases?
- (k) System adheres to the accessibility guidelines as encompassed in the GOC Common Look and Feel 2.0.

Assessments Material/Questionnaires

Mandatory

- (10) The proponents must be willing to design and tailor the 360 degree feedback questionnaire to respond to CMHC's needs.
- (11) The proponents must demonstrate that they have the necessary technological infrastructure to deliver secure Internet-based on-line, anonymous and confidential 360 degree feedback questionnaire administration services with user-friendly products that provide sufficient guidance to enable respondents to complete the questionnaire approximately in 20-25 minutes.
- (12) The proponents must provide evidence of the validity of the tools which they currently use or propose to use.
- (13) The proponents must describe their overall approach to 360 degree feedback, including their philosophy, analytical framework, and approach to characterizing the results.
- (14) The proponents must provide samples of material to support employees when conducting the 360, 360 questionnaires, reports, information and debriefing materials and developmental plans in both official languages that have been used with other clients.

Analysis

Mandatory

- (15) The proponents must demonstrate a highly developed capacity to undertake quantitative and qualitative analysis (e.g. technology, track record, statistical expertise) and to interpret the data, and must describe it in details in their proposal.
- (16) The proponents must demonstrate superior interpersonal skills to deal with a variety of very sensitive situations.
- (17) The proponents must provide evidence that they possess the expertise to provide high-quality individual counselling and coaching with regard to both interpreting feedback and assessments results and using them to design developmental objectives and plans.

Non-Mandatory Requirements

- (1) The proponents should be capable of meeting the specific timelines as described in the statement of work or of providing a reasonable alternate.
- (2) The proponents should maximize accessibility to all participants in the processes with regard to timely personal support, for example, in availability to perform assessments face-to-face if required. Having offices in several locations could be an asset but would not be the only way to address this issue.

3.5.2 Behavioural Competencies

In the context of this contract, the successful proponent may also provide recommendations on CMHC’s internal assessment tools covering the updated competencies, e.g., leadership competency planning tool, self-assessment questionnaire on behavioural competencies, career management, learning activities, etc.

The recommendations on the competencies will be on an as needed basis. Appropriate timelines will be discussed with the successful proponent as the service is required.

3.6 Potential Participants

The employees taking part in a 360 degree feedback would be located throughout the Corporation. It is anticipated that approximately 30 employees would participate in a 360° feedback. The number of participants would depend on the number of managers who are new to a managerial position, or who would benefit from a 360 degree feedback as well as on the number of potential participants for succession planning purposes. Although it is anticipated that most of the work would be coordinated by conference call, it is possible that the selected proponent be required to travel to the location of the employee (see section 3.8 for locations). Should this be the case, travel expenses would be reimbursed in accordance with CMHC Travel Policy guidelines.

3.7 Delivery of Services

The list on the following page represents the CMHC offices and points of service. However, the majority of the employees requiring the services listed in this proposal are located in one of the five business centres and at National Office.

OFFICES	
National Office (Ottawa)	Ontario Region
Atlantic Region	Ontario Business Centre (Toronto)
Atlantic Business Centre (Halifax)	Hamilton
Charlottetown	London
St. John’s	Thunder Bay
Moncton	Sudbury
	Ottawa
Québec Region	Prairies and Territories Region
Québec Business Centre (Montréal)	Prairies and Territories Business Centre (Calgary)
Québec	Iqaluit
Sherbrooke	Saskatoon
Gatineau	Whitehorse
Chicoutimi	Yellowknife
BC Region	Edmonton
BC Business Centre (Vancouver)	Regina
Granville Island - Vancouver	Winnipeg
Prince George	
Victoria	

3.8 Deliverables and Timetables

The timetable below is for the initial setup of the project. CMHC envisions that the development phase will be conducted in the fall 2013 with the administration of the 360 degree feedbacks in late 2013. Future initiatives would normally be coordinated each spring. Discussions would be undertaken with the successful proponent to determine the best time.

Estimated Timing	Deliverable for 360 Degree Feedback for initial project
November 2013	Complete design and technological/logistical preparations for all elements of the 360° process, in close consultation with CMHC, including questionnaire, information material to recipients of the process and debriefing stages, results reporting formats, and material/tools for manager and respondents of recipients.
December 2013	Distribute to all recipients information material on the purpose of the initiative.
December 2013	Distribute material to the recipients' manager and respondents on their role and responsibilities. (Methods/media to be determined with successful proponent).
January 2013	Collect respondent lists from recipients (includes follow-up where needed).
January 2014	Distribute electronic questionnaires and collect data when completed (includes availability to answer questions from participants, also follow-up/reminders where needed).
January-February 2014	Complete analysis of quantitative and qualitative data and preparation of individual results reports.
February-March 2014	Distribute to all information material, on how to analyse individual results reports.
February – March 2014	Provide access to individual private consultations for all recipients.
March 2014	Review of recipient action plans.
March-April 2014	Deliver to CMHC the corporate results report on aggregated results, and be available to discuss with CMHC.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

Response Item #

- 4.3 Covering Letter
- 4.4 Table of Contents
- 4.5 Executive Summary
- 4.6 Proponent's Qualifications
- 4.7 Response to Statement of Work
- 4.8 Project Management Plan
- 4.9 Financial Information
- 4.10 Other Information
- 4.11 Pricing Proposal

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements.

4.3 Covering Letter

A covering letter on the proponent's letterhead shall be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

The proponents shall include a table of contents using the response item headings and numbering system identified in this section of the RFP. The response should be paginated for easy referencing by the evaluation committee.

4.5 Executive Summary

The proponents' proposal should include an executive summary highlighting the following:

- (a) A summary of the proponents' proposal, including key features of the proposal, features that make the proposal superior, innovations or cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet the need of CMHC.

4.6 Proponent's Qualifications

Mandatory

The proponents' proposal should include information about the proponents' qualifications as follows:

- (a) A description of the firm, its age, organization, number of full-time employees and service specialization.
- (b) The proponent must have at least 5 years' experience providing the same type of service to other organizations. Proposal will include profiles of project team members, their relevant professional qualifications and specific roles/activities assigned to each team member. Résumés for all project personnel, including subcontractors, if any, must be included.
- (c) References: A list of all contracts of a similar size and scope which the proponent currently holds or has held over the past 24 months. For each contract, the following information: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (d) Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.7 Response to Statement of Work

Mandatory

In this section, the proponent should provide detailed information relative to the specifications and process listed in Section 3, The Statement of Work and specifically to the requirements listed in the 3.5.1 section.

4.8 Project Management Plan

Mandatory

The proponents shall describe its project management plan including;

- (a) Project Management Approach. The proponents shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponents shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponents shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponents shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponents shall describe and explain

- its interface points with CMHC
- all interface mechanisms, and
- how interface issues and difficulties will be resolved.

4.9 Financial Information

Mandatory

4.9.1 Credit Check

Proponents must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required.

4.9.2 Financial Capacity

CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Should the proponent be selected as the lead proponent following the RFP evaluation process, CMHC will request the necessary financial statements to confirm the financial capacity of the proponent. At that time, the Lead Proponent(s) must provide to CMHC the following information, as appropriate upon 72 hours of CMHC's request:

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

1. Auditor's Report (or Review Engagement Report),
2. Balance Sheet,
3. Income Statement,
4. Cash Flow Statement,
5. The Notes to the Financial Statements, and

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for partnerships or corporations. For partnerships of individuals (as opposed to partnerships of corporations), each individual must provide written permission for CMHC to perform a credit check on them as individuals.

4.10 Pricing Proposal

Mandatory

The proponents must provide a response relative to the pricing of its proposed solution.

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

The GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor and will be paid by CMHC.

For responses to this clause, Proposal Cost, proponents must include their pricing using Tables 1 to 3 included in this document.

The proponents must submit a fixed (firm) price. In addition, the cost should be broken down into the following (three) categories, and be presented in the format as per the corresponding tables provided:

- 1) **Implementation/Start-up Costs:** These are any one-time costs, if any, associated with starting up and implementing the program. Costs provided in this sector will be included in the total fixed (firm) price.
- 2) **360 Degree Feedback Assessment Services:** The proponent is to provide the cost per participant for the administration of a 360 degree feedback. Costs provided in this section will be included in the total fixed (firm) price.
- 3) **Feedback on Behavioural Competencies:** The proponent is to provide the cost associated with providing ad hoc feedback on the behavioural competencies. Cost provided in this section will be included in the total fixed (firm) price.

When completing the pricing tables, please:

- use 30 participants
- indicate all costs that would apply for each service including any additional costs that could apply for services that are not specifically identified in the tables.
- indicate the type of cost under the Fee basis unit column, the cost per unit (if applicable), the estimated number of units and the total cost.
- indicate in the Notes column any factors and assumptions made in determining the cost.
- If there are no costs, please indicate as such.

Table 1 – 360 Degree Feedback Implementation/Start-up Costs

As per the table below, please list the details of, and provide all amounts for one-time design and implementation costs, if any, associated with implementation of the program.

Implementation/Start-Up Costs						
#	Items and Description	Fee basis unit (e.g. fixed)	Cost per unit \$	Estimated number of units	Cost for Service \$	Notes
1.	Design of the 360 questionnaire, in both official languages					
2.	Design of the individual feedback report format, in both official languages					
3.	Production and distribution of information material for employees and managers in both hardcopy and electronic formats, in both official languages					
4.	Design of the Corporate results report format, in both official languages					
5.	Information and debriefing material for recipients, in both official languages					
6.	Information material for supervisors, in both official languages					
7.	Web-site preparation and customization (includes development, planning, programming and testing), in both official languages					
8.	Set-up of telephone hot-line and e-mail box in both official languages					
9.	Other Implementation / Start-up Costs (please list and provide details): <ul style="list-style-type: none"> ▪ ▪ ▪ 					
Total Implementation/Start-Up Costs						

Table 2 – 360 Degree Feedback Assessment Services

In the table below, please provide all amounts for the ongoing cost per participants for the services pertaining to the administration of a 360 degree feedback.

360 Degree Feedback Administration Costs						
#	Items and Description	Fee basis unit (e.g. per participant or per hour)	Cost per unit	Estimated number of units	Cost for Service \$	Notes
1.	Survey administration (i.e. communication with participants, raters list collection and follow-up)					
2.	Conduct quantitative and qualitative analysis of results, in both official languages					
3.	Production of individual feedback report in the language of choice of the employee					
4.	Delivery of individual private consultations/ coaching in the language of choice of the employee					
5.	Monthly or annual web site utilisation charges					
6.	Additional coaching session following a 360 degree feedback, if required and in the language of choice of the employee					
7.	Other 360 Degree Feedback Administration Costs (please list and provide details) <ul style="list-style-type: none"> ▪ ▪ ▪ 					
	Total 360 Degree Feedback Administration Costs					

Table 3 –CMHC’s Behavioural Competencies and Internal Assessment Tools Costs

As per the table below, please provide the all cost for providing ad hoc feedback services on the behavioural competencies and internal assessment tools

Behavioural Competencies and Internal Assessment Tools Costs						
#	Items and Description	Fee basis unit (i.e. per diem or hour)	Cost per unit \$	Estimated number of units	Cost for Service \$	Notes
1.	Provide recommendations on CMHC’s behavioural competencies.					
2.	Provide recommendations on internal tools currently used by CMHC employees through its HR Intranet that will be impacted by the revisions to the behavioural competencies, e.g., assessment questionnaire on behavioural competencies, career development, learning activities, etc.					
3.	Provide recommendations on the competency dictionary and how the revised approaches on behavioural competencies impact the internal assessment tools currently used by CMHC employees through the HR Intranet, e.g., self-assessment questionnaire on behavioural competencies, career development, learning activities, etc.					
4.	Other Ad hoc Work Costs (please list and provide details)					
	Total Ad hoc Work Costs					

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead proponent(s) and finalize and sign a contract.

The lowest cost or any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all proponents. Therefore, no proponent shall have any cause of action against CMHC arising out of a failure to award a contract, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.2 Limitation of Damages

The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" lists all the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

Each compliant proposal shall be evaluated by an Evaluation Team made up of qualified personnel. Proponents will be evaluated for the work that they are submitting a proposal for. The team shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in the Evaluator's Worksheet attached as Appendix 'B' to this RFP.

A proposal must meet the minimum upset score in each category (as shown on the Evaluator's Worksheet) to remain in the evaluation.

Each compliant proposal that meets the minimum upset scores in each category shall then be evaluated using the "greatest score" methodology, where the proponent with the highest overall score will be deemed the lead proponent. Under this approach, the proponent receiving the highest score in the Pricing Proposal criteria is not necessarily the lead proponent. All factors being considered, including cost, will affect each proponent's scores and will consequently determine the lead proponent.

5.5 Financial Evaluation

CMHC will carry out a credit check and/or a financial capacity on the lead proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent may not enter into contract discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent as per Section 4.9 of this RFP.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead proponent's proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent(s) cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6

Attached in Section 6.3 is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.

For the purposes of this section the term "Contractor" refers to the successful proponent with whom CMHC enters into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled mandatory must be accepted by the proponent without alteration.

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

PROPOSED CONTRACT

CMHC FILE No. _____

THIS AGREEMENT made this ____ day of _____, 2013.

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7

(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")

WITNESSES THAT in consideration of the respective covenants and agreements hereinafter contained, CMHC and the Contractor mutually covenant and agree as follows:

Article 1.0 - The Work

The Contractor covenants and agrees to develop and administer 360 Degree Feedback assessments.

1.2 All CMHC office sites are to be serviced. A complete list is provided in the RFP and shall form part of this Agreement.

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of three years commencing on October xx, 2013 and ending on October xx, 2016.

2.2 Notwithstanding article 2.1 above, CMHC shall conduct on an annual basis, an assessment of the Contractor's work performed for the past year and based on this assessment, at no less than sixty (60) days prior to each year's anniversary date of signing the agreement, CMHC will advise the Contractor in writing of their decision to continue or terminate the Agreement.

Article 3.0 - Financial

3.1 In consideration of the carrying out of the work, 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 under the terms and conditions of the agreement shall not exceed \$ 159,000.00 during the initial term of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for three years from contract award. Price increases may be negotiated for each successive renewal term.

3.2 The amount payable to the Contractor by CMHC pursuant to article 3.1 is exclusive of all taxes, assessments, duties or other levies that may be payable under this Contract to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Contractor in addition to the amount payable pursuant to article 3.1 unless specifically agreed to between the Contractor and CMHC.

3.3 Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the consideration due and shown as a separate item on an invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Contract. The Contractor shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Contractor from CMHC pursuant to this Contract.

Notwithstanding article 3.2 above, any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall

- (i) make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency; and
- (ii) record as a credit note the additional amounts to the Contractor so that the net amount received by the Contractor after such withholdings will not be less than the amount the Contractor would have received had such withholding taxes not been withheld.

3.4 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 or delivery of the goods.

3.5 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.

3.6 All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number 201303022** and be forwarded to CMHC at the following address:

Canada Mortgage and Housing Corporation
Denys Chamberland
Director, Organizational Effectiveness
Room B1-340
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate the contract for any reason with no penalty by giving thirty (30) days written notice, at any time during the contract period.

Upon termination of this Contract or upon delivery of notice of intent to terminate this Contract, the Contractor shall promptly review all work in progress and, if this Contract is terminated prior to the expiry of the term, the Contractor shall nevertheless complete or arrange for the completion of any and all work in process at the time of termination.

4.2 Contract Administrator

CMHC has assigned a contract administrator to oversee the contract (see article 5.1). The Contractor shall be expected to name a counterpart representative. The Contractor's representative will be responsible for providing scheduled status reports to the contract administrator or a designate.

4.3 Contract Renewal

This Contract may be renewed, at the sole discretion of CMHC, for an additional two one-year periods, not to exceed a cumulative total of five (5) years, including the initial term. At its discretion, CMHC shall within thirty (30) days prior to contract termination, advise the Contractor in writing of CMHC's wish to either extend or terminate the Agreement.

4.4 Assignment of the Contract

Mandatory

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

4.5 Contractor's Indemnification

The Contractor agrees to indemnify CMHC, and its officers 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 agreement, provided such loss, damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of CMHC or its officers or employees, and whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor.

4.6 Liquidated Damages

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

4.7 Termination for Default of Contractor

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

1. The Contractor commits a material breach of its duties under this contract, unless, in the case of such breach, the Contractor, 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 for any resulting damage or loss;

2. The Contractor commits numerous breaches of its duties under this contract that collectively constitutes a material breach;

3. A change in control of the Contractor 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 Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this contract;

4. The Contractor commits fraud or gross misconduct; or

5. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, 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 Contractor, or if the Contractor 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 Contractor arising out of the contract or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Contractor for the value of all finished work delivered and accepted by CMHC, such value to be determined in accordance with the rate (s) specified in the contract.

4.8 Procedures on Termination

Commencing six (6) months prior to expiration of this contract or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this contract, the Contractor shall provide to CMHC, the reasonable termination/expiration assistance requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

4.9 Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the agreement, or is in default in any other manner under the Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to this Contract, 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.

4.10 Force Majeure

In the event that the Contractor is prevented from fulfilling its obligations under the terms of this agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Contractor 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 Contractor has no reasonable control.

The Contractor shall take all reasonable means to resume fulfillment of its obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

4.11 Compliance With Laws

The Contractor shall give all the notices and obtain all the licenses and permits required to perform the work. The Contractor shall comply with all the laws applicable to the work or the performance of the contract.

4.12 Provincial Laws Governing Agreement

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

4.13 Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this contract. It and its employees, officers and agents are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees and agents. The Contractor 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 Contractor.

4.14 Contractor's Authority

The Contractor 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 anyway.

4.15 Corporation Identification

It is agreed that the Contractor will make no use whatsoever of CMHC's name, logo or initials without the express written consent of CMHC

4.16 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

4.17 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 fulfil the requirements of the Contract, 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 Contractor, subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Contractor 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 Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those person who have a need to know this information in order to perform the Work under the Contract.

The Contractor 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 Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

The Contractor agrees that if any CMHC Information is to be located outside of Canada for any period of time, it shall do the following:

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;
- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

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 Contractor 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 Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation 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.

4.18 Confidentiality

Mandatory

Proposals: Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, CMHC is subject to the provisions of the Access to Information Act ("the Act"). Information submitted by proponents or third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the Act.

Contracts: The Contractor agrees that all records and information obtained by the Contractor on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation or provincial law.

1. The Contractor or its servants or agents will treat as confidential during, as well as after completion of, the contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.
2. The Contractor shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the work, in a form prescribed by CMHC.
3. Any documents provided to the Contractor in the performance of the work described herein shall be returned, uncopied to CMHC or destroyed by the Contractor within 6 months of the termination of this contract. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

4.19 House of Commons

No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit arising there from.

4.20 Binding

This contract shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

4.21 Scope of Agreement

This contract contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out herein or attached as Specifications, Conditions and Addendum. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22 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 Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

4.23 Conflict of Interest

Mandatory

- (a) The Contractor 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 Contractor 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 Contractor's duties to that third party and the Contractor'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 Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2006) in order to derive a direct benefit from any contract which may arise from this request for proposal.

4.24 Reports

Where reports are to be prepared, it shall be in a form acceptable to CMHC and suitable for distribution. Schedule A provides more information on the reports' content and presentation.

4.25 Publication

- (a) CMHC
- (i) is under no obligation to communicate the report or associated materials and other documents;
 - (ii) has the right to edit or communicate the report, in part or in its entirety;
 - (iii) shall be the sole judge of those parts of the report, or those materials that it considers for communication.
- (b) Where the Contractor wishes to communicate or publish the report or its associated materials, the Contractor
- (i) must request written permission from CMHC to use all or part of the report;
 - (ii) must request written permission from CMHC to use any materials, publications and reports associated with the final report;
 - (iii) must acknowledge the assistance of CMHC and, if requested by CMHC must include the following disclaimer:

“This project was funded (or: partially funded) by Canada Mortgage and Housing Corporation (CMHC), but the views expressed are the personal views of the author(s) and CMHC accepts no responsibility for them”; and
 - (iv) must clearly indicate on the published material that copyright remains with CMHC.

4.26 Approval of Work

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the work was performed to the satisfaction of CMHC. The method of approving the work done will be in writing through electronic courier, fax or traditional mail as described in Schedule A attached herein.

In the event the work is not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Contractor's default, including, without limitation, the following:

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

4.27 Ownership

(a) Any reports or material prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.

(b) Any and all other information relating to the Corporation and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

4.28 Insurance

a) Commercial General Liability Insurance

The Proponent will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- broad form completed operations
- 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).

Other conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may, via the Service Level Change Procedures, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by Proponent pursuant to this Article 4.28 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Proponent's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Article 4.28. In addition, Proponent shall provide written notice to CMHC forthwith upon learning that an insurer described in this Article 4.28 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Article 4.28. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section 4.28, the Proponent agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Proponent 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. All insurance policies shall be provided and maintained by the Proponents Contractor at its own expense.

b) Automobile Insurance

The contractor will provide and maintain Automobile Insurance with limits of not less than \$2,000,000 per accident. Third Party Liability for all motor vehicles used by the Contractor in the performance of this Contract.

The Contractor will provide a Certificate of Insurance at least five (5) days prior to the Agreement commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

It shall be the sole responsibility of the contractor 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 fulfil its obligation under the contract.

All insurance policies shall be provided and maintained by the Contractor at its own expense.

4.29 Access to CMHC Property

CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel in cases of emergencies. CMHC also will have the right at any time to remove from and/or refuse entry to the work site any incompetent or intemperate employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

4.30 Suspension of Work and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the work 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 Contractor. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the work, the contract price shall be adjusted accordingly provided that the Contractor 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.

4.31 Extras

Except as otherwise provided in the contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC

Article 6.0 - Contract Documents

6.1 The Contract documents consist of the following:

- (a) This form of Agreement as executed _____;
- (b) CMHC's Request for Proposal dated _____;
- (c) The Contractor's submitted Proposal dated _____; and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 The contract documents are complementary and what is called for in any one shall be binding as if called for by all. The contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the contract documents shall have precedence among themselves in the order as listed above.

IN WITNESS WHEREOF this agreement has been signed by the Parties hereto by their duly authorized signing officers.

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

SCHEDULE "A"

TERMS OF REFERENCE

The Statement of Work and timelines will be defined with the successful contractor.

SCHEDULE "B"

MANNER OF PAYMENT

If the Contractor is not in breach of any of its (his, her) obligations under this contract, the Contractor will be paid in accordance with the following schedule:

(All payments should be made contingent upon the work being performed to the satisfaction of CMHC.)

(The phases should follow the phases set out in Schedule "A".)

1. Upon the contractor having completed (work, e.g. "Phase 1 of the work as set out in Schedule "A") and upon submission and acceptance to the full satisfaction of CMHC of (deliverable) by (date)
..... \$

SECTION 7 APPENDICES

APPENDIX A

MANDATORY

7.1 Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal for a period (90 Days) as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, 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;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. 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 contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIII. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XIV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this _____ day of _____, 2013 at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B

7.2 Evaluation Table

EVALUATION CRITERIA	A	B	C	D	Comments
	WEIGHT Total	POINTS 1 to 10	SCORE A x B	UPSET SCORE	
Executive Summary (section 4.5) <ul style="list-style-type: none"> ▪ A summary of the proponents’ proposal, including key features of the proposal, features that make the proposal superior, innovations and cost-saving opportunities. ▪ A brief statement of the proponent’s qualifications to meet the need of CMHC. 	5			n/a	
Language (section 3.5 – Administrative/Infrastructure) Demonstration that proponents can offer the service and related material in both official languages	Yes No	Compliant - proceed with evaluation process Non-compliant- eliminated from competition			
Proponent’s qualifications (section 4.6) <ul style="list-style-type: none"> ▪ A description of the firm, its age, organization, number of full-time employees and services specialization ▪ Years of experience (minimum of five years in this field), including profiles of project team members and professional qualifications and specific roles ▪ References: A list of contracts of similar size and scope which the proponent currently holds or has held over the past 24 months. Include additional information listed in section 4.6. ▪ Information about offices locations as requested in section 4.6. 	10			70	
Project Management Plan (section 4.8) <ul style="list-style-type: none"> ▪ Project Management Approach ▪ Quality Control ▪ Status Reporting to CMHC ▪ Work Schedule ▪ Interface with CMHC 	5			35	
Response to Statement of Work (sections 3.5 and 4.7) <ul style="list-style-type: none"> ▪ Proponent to provide a response to the statement of work and provide detailed 	50			350	

EVALUATION CRITERIA	A	B	C	D	Comments
	WEIGHT Total	POINTS 1 to 10	SCORE A x B	UPSET SCORE	
information relative to the requirements below: <ul style="list-style-type: none"> ▪ Administrative/Infrastructure ▪ Assessments material Questionnaires ▪ Analysis ▪ Non-mandatory requirements 					
Pricing Proposal CMHC will allot the highest points to the lowest priced offer and pro-rate all other priced offers by the percentage they are higher from the lowest priced offer.	30				
TOTALS	100				
Credit Check of Lead Proponent		Pass or Fail			

APPENDIX C

7.3 Mandatory Compliance Checklist

- | | | |
|--------------------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Proponent's Qualifications | Section 4.6 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> | Project Management Plan | Section 4.8 |
| <input type="checkbox"/> | Financial Information | Section 4.9 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.10 |
| <input type="checkbox"/> | Proposed Contract | Section 6 |
| <input type="checkbox"/> | 7.1 Certificate of Submission | (Section 7 Appendices,
Appendix A) |

APPENDIX D

7.4 Leadership Competencies and Behavioural Indicators for the National Management Team

LEADERSHIP COMPETENCIES FOR THE NATIONAL MANAGEMENT TEAM

CORE COMPETENCIES

SERVING THE PUBLIC INTEREST (Public Policy Focus, Accountability, Values and Ethics)

CMHC leaders are committed to serving the Canadian public. They ensure that CMHC products and services are available in both official languages and meet the needs of a diverse Canadian population. They ensure that public policy objectives are integrated in all activities, including those of a commercial nature. And, they preserve the public trust by serving with fairness, objectivity and transparency and by modelling CMHC values.

ACHIEVING BUSINESS EXCELLENCE (Client/Stakeholder Needs, Delivery of Business Activities, Accountability and Financial Management)

CMHC leaders deliver results for Canadians. They improve products and service offerings and introduce process efficiencies in order to maximize results. They examine issues from the clients' perspectives, and design and deliver business solutions and opportunities that meet their needs. They ensure that financial responsibility is integrated at all levels. They also ensure that financial, performance, risk management and audit information are key considerations in the design and delivery of all activities. They align and effectively manage the resources entrusted to them, and build cross functional teams to achieve corporate collective goals.

BUILDING A WORKPLACE COMMUNITY (Collaboration, Workplace Wellness, Diversity and Linguistic Duality)

CMHC leaders create an inclusive and respectful environment which values a diversity of backgrounds and experiences. They foster a collaborative environment and promote the use of both official languages. They balance the needs of the organization with those of employees to create a workplace that promotes employee wellness.

LEADERSHIP COMPETENCIES

STRATEGIC THINKING (Analysis, Innovation, Direction Setting)

CMHC leaders proactively anticipate and assess emerging opportunities and risks. They strategically scan and analyse complex and dynamic corporate and external trends, and make the necessary links to ensure issues are considered from a broad perspective. They understand the corporate vision, and apply their insights and analysis to make effective recommendations, to

stimulate new ways of thinking, and to contribute to an inspiring strategic direction and the continued success of the Corporation.

PEOPLE MANAGEMENT (Communication, Development, Workforce Planning, Employee Recognition)

CMHC leaders understand their role in creating an effective and sustainable organization. They cultivate corporate talent and implement succession management and other HR strategies to meet current and future needs. They communicate corporate vision and direction in a way that increases understanding of individual contributions to corporate objectives. They ensure that people have the support and tools they need to work to their full potential. CMHC leaders strive for growth and professional development that is aligned with current corporate objectives and attuned to future needs. And, they provide genuine and positive recognition for efforts that achieve desired results.

ENGAGEMENT (Inspiration, Motivation, Mobilization)

CMHC leaders foster an environment that encourages employees to do their best. They inspire, motivate and mobilize employees, clients and stakeholders and promote a sense of common purpose. They build consensus with clients and stakeholders, and collaborate with their colleagues to contribute to CMHC's business success and engaging corporate culture.

**LEADERSHIP COMPETENCIES FOR THE NATIONAL MANAGEMENT TEAM -
BEHAVIOURAL INDICATORS**

Explore the specific behaviours associated with each competency.

BEHAVIOURAL INDICATORS FOR THE NATIONAL MANAGEMENT TEAM

CORE COMPETENCIES

SERVING THE PUBLIC INTEREST (Public Policy Focus, Accountability, Values and Ethics)

- Demonstrates a commitment to the Canadian public and integrates public policy objectives in all activities, including those of a commercial nature
- Ensures that products and services reflect the needs of a diverse Canadian population and are available in both Official Languages
- Models CMHC values, including behaving honestly and ethically in all endeavours
- Preserves the public trust by serving with fairness, objectivity and transparency
- Ensures that information of a sensitive, important or strategic nature is elevated to the appropriate level

ACHIEVING BUSINESS EXCELLENCE (Client/Stakeholder Needs, Delivery of Business Activities, Accountability and Financial Management)

Client/Stakeholder Needs

- Actively seeks key clients'/stakeholders' perspectives to understand their needs
- Examines issues from clients'/stakeholders' perspectives and proposes business solutions and opportunities to clearly meet their needs

Delivery of Business Activities

- Designs the work plans for area of responsibility based on the big picture and effectively manages the group's workload
- Oversees projects within area of responsibility to avoid obstacles and follows through on all stages of business plans, including implementing, monitoring, evaluating, and reporting
- Builds teams across functions to achieve corporate collective goals
- Secures and effectively manages resources, processes and systems to achieve transparent, efficient operations
- Improves product and services and introduces processes efficiencies
- Maintains sound decision-making in all situations, including in a demanding and uncertain environment

Financial and Risk Management

- Diligently and transparently manages resources to achieve operational efficiencies and value for money
- Tracks business and financial performance information, including audit and evaluation, and acts on results
- Ensures accuracy of financial reporting and integrates financial responsibility into guidelines and policies
- Proactively assesses emerging opportunities or risks and adjusts strategies accordingly

BUILDING A WORKPLACE COMMUNITY (Workplace Wellness, Work-life Balance, Diversity and Linguistic Duality)

- Fosters collaboration across business lines to achieve corporate objectives
- Practices mutual respect and honesty in working relationships
- Provides a safe and respectful work environment
- Manages workloads and balances the needs of the organization with those of employees
- Creates an inclusive environment where the diversity of backgrounds and experiences are respected and integrated
- Creates an environment that respects and promotes the use of both official languages

LEADERSHIP COMPETENCIES

STRATEGIC THINKING (Analysis, Innovation, Direction Setting)

Analysis

- Tracks changing organizational dynamics and considers issues from a broad perspective
- Strategically analyses corporate and external trends with a thorough understanding of functional and policy issues and adapts plans and strategies as required
- Makes sense of highly complex situations by integrating information, identifying links and extracting critical issues for greater analysis
- Makes effective recommendations to Management Committee, the Board of Directors and the Minister

Innovation

- Challenges fundamental assumptions to identify new opportunities and perspectives
- Contributes new perspectives and stimulates new ways of thinking
- Perseveres when a new idea is initially met with resistance

Direction Setting

- Understands the overall corporate vision and makes the connections required to create an integrated perspective
- Identifies key elements of the vision and implications for work unit
- Anticipates future events and conducts long-term planning in response to upcoming trends

PEOPLE MANAGEMENT (Communication, Development, Workforce Planning, Employee Recognition)

Communicating Vision and Objectives

- Considers diverse opinions, personal insights, and emerging trends to create an inspiring vision for the work unit
- Translates vision into concrete direction to ensure staff understand their role in supporting corporate objectives
- Assigns clear accountability for deliverables by identifying and communicating priorities, milestones, timelines and performance expectations
- Ensures an appropriate cascade of corporate objectives into the performance objectives of employees and ensures consistency in objective setting for similar positions

Development

- Monitors performance and provides open and honest feedback
- Deals with ineffective performance
- Accepts constructive feedback to modify own behaviour
- Understands the career aspirations of employees, helps them establish realistic career objectives and supports their related development plans
- Commits to professional and personal development for self and employees and willingly steps outside own comfort zone when opportunities for growth arise
- Promotes the ideals embodied in mentorship by coaching, teaching and learning from others
- Ensures positive on-boarding experience to foster enhanced engagement and maximize new employee contribution

Workforce Planning

- Identifies high potential employees and cultivates corporate talent
- Implements succession management and other HR strategies to recruit, retain and develop employees to meet current and future needs
- Remains cognizant of potential vulnerabilities within the staffing complement and develops strategies to address them
- Remains alert to and removes employment barriers encountered by people from different cultures, backgrounds or experiences to build a diverse and representative workforce

Employee Recognition

- Recognizes good work in a timely manner and expresses appreciation by thanking employee directly
- Rewards top performance and accomplishments
- Ensures that the team takes ownership of deliverables and gives team members visibility

ENGAGEMENT (Inspiration, Motivation, Mobilization)

Inspiring, motivating and mobilizing employees through effective communication

- Fosters an environment which motivates employees to do their best
- Fosters enthusiasm and common purpose thereby mobilizing the team to achieve corporate goals
- Shares information with employees and communicates and supports corporate decisions
- Solicits and listens to ideas and concerns of employees to implement co-operative and collaborative approaches
- Enables people to realize they can succeed in challenging situations

Inspiring, motivating and mobilizing clients/stakeholders through effective communication

- Persuasively communicates complex topics by using language which resonates with the audience
- Uses persuasion to gain support for initiatives
- Solicits and listens to ideas and concerns of stakeholders
- Manages relationships with stakeholders by building consensus among diverse groups and negotiating compromise when needed
- Creates buy-in for decision making