

**The Corporation of the Council of Ministers of Education, Canada**

**Request for Proposals (Invitational)**

Return completed proposal to:  
Nancy Tran  
Council of Ministers of Education, Canada  
95 St. Clair Avenue West, Suite 1106  
Toronto, ON  
M4V 1N6

Issue date: **Tuesday, September 7, 2010**  
Closing date: **Monday, October 4, 2010**  
Closing time: **4:30 p.m. EDT**

All proposals must be clearly marked with  
“**Phase II: Terminology Guides RFP**” and  
closing date on the face of the envelope.

**Issued by:** The Corporation of the Council of Ministers of Education, Canada (CCMEC)

**This section to be completed by the Proponent and  
submitted with the completed Proposal**

In signing below, the Proponent certifies that the Proponent has read and understood and agrees to be bound by all the provisions of this RFP document.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province/territory: \_\_\_\_\_ Postal code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**The following information will be used when CCMEC communicates with the Proponent to the  
attention of the principal contact:**

Name of Proponent's principal contact: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

**The Corporation of the Council of Ministers of Education, Canada**

**Request for Proposals**

**for**

**the Development of French and English Terminology Guides for Academic  
Credential Evaluations in Canada**

Invitational RFP

Issued: Tuesday, September 7, 2010

**Proposal submission deadline: Monday, October 4, 4:30 p.m. EDT**

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## **PART 1. INTRODUCTION**

### **1.1 Invitation to Proponents and Background**

This Request for Proposals (“RFP”) is an invitation from The Corporation of the Council of Ministers of Education, Canada (“CCMEC”), on behalf of the ministers of education (“Ministers”) of each Canadian province and territory (each a “Jurisdiction” and, collectively, the “Jurisdictions”) to prospective Proponents to submit Proposals for the development of French and English terminology guides for academic credential evaluations in Canada.

CCMEC is the legal arm of the Council of Ministers of Education, Canada (“CMEC”).

### **1.2 Type of Agreement**

1. The selected Proponent will be required to enter into a contract developed by CCMEC (an “Agreement”).
2. In addition to any other rights or remedies it may have in law or in equity, CCMEC shall have the right to rescind any Agreement entered into with a Proponent in connection with this RFP in the event that CCMEC, in its sole discretion, determines that a Proponent made a misrepresentation or submitted inaccurate or misleading information in its Proposal.

### **1.3 Timetable**

The following table sets out the schedule of events and deadlines referred to in this RFP document (the “Timetable”). The Timetable is subject to change and amendment at the sole discretion of CCMEC.

<b>Event</b>	<b>Date</b>
Issuance of RFP	Tuesday, September 7, 2010
Deadline for submission of Proponent’s written questions	Monday, September 20, 2010
Deadline for submission of Proponent’s Proposal	Monday, October 4, 2010
Completion of evaluation of Proposals	Wednesday, October 13, 2010
Notification to selected Proponent	Friday, October 15, 2010

#### **1.4 Proponents' Questions and Other Communications**

Except as expressly provided herein, all communications, including all questions regarding this RFP, must be in writing and must be addressed to and sent by e-mail to the Project Manager, **Nancy Tran**, at **n.tran@cmecc.ca** no later than **Monday, September 20, 2010, at 4:30 p.m. EDT**. Any questions submitted and the responses thereto may be shared by CCMEC with all Proponents on the CMEC Web site.<sup>1</sup> CCMEC is not responsible for, and assumes no liability for, the confidentiality of any of the questions submitted or responses provided.

#### **1.5 Submission of Proposals**

1. A Proponent shall submit two (2) copies of its Proposal to the Project Manager by the Deadline as follows:

- (a) One (1) hard copy, signed by an authorized signatory of the Proponent, unbound and suitable for photocopying, shall be submitted by mail or in person in a sealed envelope to the Project Manager:

Council of Ministers of Education, Canada (CMEC)  
**Attention: Nancy Tran, Project Manager**  
95 St. Clair Avenue West, Suite 1106  
Toronto, ON  
M4V 1N6

**Proponents must include in their sealed envelope the cover page of this RFP document, duly completed and signed.**

- (b) One (1) electronic copy, in either PDF (Adobe Acrobat) or MS Word format (preferred), shall be submitted via e-mail to the Project Manager at n.tran@cmecc.ca. The electronic version should be formatted to print on letter-sized paper.
2. To be eligible for consideration under this RFP, Proposals are to be received by the Project Manager in the same manner as described in subsection 1.5(1), "Submission of Proposals," on or before 4:30:59 p.m. EDT on October 4, 2010 ("Deadline"). For purposes of determining if a Proposal has been submitted on time, the official time of receipt of Proposals shall be determined by the clock used by the Project Manager to time- and date-stamp the Proposals. Proposals will be accepted on Business Days up to the Deadline. Extensions to the Deadline will not be allowed except at the sole discretion of CCMEC.
3. CCMEC will not accept or consider Proposals transmitted by facsimile or by any other means not provided for in this RFP.

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<sup>1</sup> www.cmecc.ca

4. Proposals received after the Deadline may or may not be opened, and may at CCMEC's sole discretion be returned to the Proponent, be destroyed, or be retained by CCMEC. Proposals that are incomplete will not be evaluated.
5. Proposals can be submitted either in French or in English and will be evaluated in the language in which the Proposal is submitted.

#### **1.6 Amendments to, or Withdrawals of, Proposals**

1. A Proponent who submits a Proposal pursuant to this RFP may at any time before the Deadline amend or withdraw its Proposal provided that any such amendment or withdrawal is **received** in writing by the Project Manager by the Deadline. An amended Proposal or a notice of withdrawal must be delivered to CCMEC in the same manner as described in subsection 1.5(1), "Submission of Proposals."
2. CCMEC will disregard any amendment or withdrawal received after the Deadline.

#### **1.7 Proposal Irrevocable**

Subject to the Proponent's right to withdraw a Proposal prior to the Deadline, Proposals shall be irrevocable by the Proponent and shall remain in effect and open for acceptance by CCMEC for four (4) months after the Deadline.

#### **1.8 CCMEC's Right to Amend and/or Supplement RFP Prior to Deadline**

1. Any amendments and/or supplements to this RFP shall be made only by way of addenda issued by the Project Manager in writing in the same manner in which this RFP was issued.
2. Any amendments or supplements to this RFP made in any other manner, including any oral or other written statement made by CCMEC, CMEC, the Project Manager, Members, or the respective employees, agents, consultants, or advisers of each shall not constitute an amendment or supplement to this RFP.
3. Any amendment or supplement issued prior to the Deadline shall be binding on each Proponent, and CCMEC has the right to assume that the information contained in the addenda has been taken into account by the Proponent in its Proposal.
4. The Proponent is solely responsible for ensuring that it has received all addenda, if any, issued pursuant to this section 1.8.

#### **1.9 CCMEC's Right to Amend and/or Supplement RFP after Deadline**

Notwithstanding sections 1.6 and 1.7, CCMEC reserves the right to amend and/or supplement this RFP after the Deadline provided that, in such an event, the Proponent

has the right to withdraw its Proposal, provided that such withdrawal is received in writing by the Project Manager no later than five (5) Business Days following the distribution to the Proponent of any such amendment and/or supplement.

## **PART 2. PROPOSAL REQUIREMENTS AND PRICING**

### **2.1 Mandatory Proposal Requirements**

A Proposal is to meet all mandatory requirements in this section, failing which, at the sole discretion of CCMEC, it may not be considered and evaluated. The mandatory requirements are as follows:

The Proposal:

- (a) must be received by the Deadline;
- (b) conforms with the requested Proposal format and outline as described in section 2.4 and in further detail in Appendix A;
- (c) includes the Proponent's legal name and any other name under which it carries on business;
- (d) includes the Proponent's address and telephone and fax numbers;
- (e) states whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium, or a consortium that is a partnership or other legally recognized entity;
- (f) must include the name, telephone number, and e-mail address of the person who is the Proponent's Principal Contact;
- (g) includes the name of the person who will be managing the proposed Project if that person is different than the person identified in (f) above;
- (h) includes a completed Tax Compliance Declaration, provided in Appendix B;
- (i) includes three (3) references with respect to the Proponent and its Key Personnel:
  - (i) References must be from persons for whom the Proponent has successfully provided similar services and/or performed related work and must include a brief outline as to the nature of the services provided;
  - (ii) The name and telephone number of a contact person for each reference provided must be included;
  - (iii) CCMEC may, at its sole discretion, confirm the Proponent's experience to provide the services described in its Proposal by

checking the Proponent's references at any time during the evaluation process; and

- (iv) CCMEC will not accept a Proposal from or enter into an Agreement with, any Proponent whose references, in CCMEC's sole opinion, are found to be unsatisfactory.
- (j) includes a Price Proposal as described in section 2.5, "Price Proposal."

## **2.2 Conflict of Interest**

1. Submission of the Proposal or the performance of the Agreement by the Proponent must not involve any known actual and/or potential Conflicts of Interest. If any Conflicts of Interest are known to the Proponent, full details of such Conflicts of Interest must be set out in the Proposal (see Appendix A.2(m), "Appendix E — Explanation of Conflict of Interest (if necessary)" for further instructions).
2. Proponents who, according to the sole determination of CCMEC, are found to have a Conflict of Interest may be disqualified.

## **2.3 Deliverables**

In addition to the mandatory Proposal requirements set out in section 2.1, "Mandatory Proposal Requirements," the Proponent must deliver the following as part of the Proposal (collectively the "Deliverables"):

- (a) evidence satisfactory to CCMEC that the Proponent's financial viability, condition, and position are sufficient to complete the Project;
- (b) a written description of up to three (3) comparable projects and/or services that the Proponent has previously delivered and/or is currently delivering, including an explanation of each project's results; and
- (c) up to three (3) samples of the Proponent's previous related work.

## **2.4 Proposal Format and Outline**

Proposals must adhere to the Proposal format and outline as described further in Appendix A, "Proposal Format and Outline."

## **2.5 Price Proposal**

1. Proposals must contain a Price Proposal for the completion of the Project that is inclusive of all fees, costs, services, expenses, and taxes ("Price"), other than the federal goods and services tax ("GST") or harmonized sales tax ("HST"), which may be noted in addition to the Price in the Price Proposal.

2. Price Proposals must include a short breakdown of fees, costs, services, expenses, and taxes included in the Price.
3. CCMEC does not anticipate that a successful Proponent will need to travel apart from travelling to the two following scheduled meetings: the Terminology Guides Working Group meeting in Gatineau and the National Workshop of Credential Assessors (location to be determined). Nonetheless, any anticipated travel and lodging expenses must be included in the Price Proposal.
4. Should the Proponent require communication with stakeholders throughout the course of its research, the Proponent must be prepared to provide translation and/or interpretation when necessary. Costs pertaining to translation and/or interpretation should be outlined in the budget.
5. Proponents are required to submit their Price Proposal in Canadian dollars.
6. When preparing their Price Proposal, Proponents must bear in mind that CCMEC is a not-for-profit organization with a limited budget. **The maximum funding available for the Project is \$25,000, including GST or HST.**
7. **Price is only one of many variables that will be used to evaluate Proposals.** As per section 7.1, "General Rights of CCMEC," CCMEC is not obliged to accept the lowest-priced Proposal or any Proposal at all.

## **2.6 Costs**

1. The Proponent will bear any costs associated with or incurred directly through this RFP process, including, but not limited to, any costs arising out of or incurred through: (a) the preparation and submission of a Proposal, any questions, addenda, or supplements to the RFP, (b) interviews, negotiations, or other activities related to this RFP process.
2. For greater certainty, Proponents will be responsible for all of their own out-of-pocket expenses that they may incur in connection with the RFP and their Proposals.

## **PART 3. PROJECT OVERVIEW**

### **3.1 General Information About CMEC, CCMEC, and CICIC**

#### ***Council of Ministers of Education, Canada (CMEC)***

The Council of Ministers of Education, Canada (CMEC), is an intergovernmental body founded in 1967 by ministers of education to serve as:

- (a) a forum to discuss policy issues;
- (b) a mechanism through which to undertake activities, projects, and initiatives in areas of mutual interest;
- (c) a means by which to consult and cooperate with national education organizations and the federal government; and
- (d) an instrument to represent the education interests of the provinces and territories internationally.

CMEC provides leadership in education at the pan-Canadian and international levels and contributes to the fulfillment of the constitutional responsibility for education conferred on provinces and territories.

#### ***The Corporation of the Council of Ministers of Education, Canada (CCMEC)***

The Corporation of the Council of Ministers of Education, Canada (CCMEC) is the corporate arm of CMEC and is the legal contracting authority for CMEC under this RFP and also for any agreement that may be entered into pursuant to this RFP.

#### ***Canadian Information Centre for International Credentials (CICIC)***

The Canadian Information Centre for International Credentials (CICIC) is a unit operated under CMEC. CICIC was established in 1990 by the provinces and territories through the Council of Ministers of Education, Canada (CMEC), and the federal government as a national body mandated to provide information about Canada's education systems and to work toward the application of the UNESCO Convention on the Recognition of Studies, Diplomas and Degrees concerning Higher Education in the States Belonging to the Europe Region. CICIC collects, organizes, and distributes information and also acts as a national clearing house and referral service to support the recognition and portability of Canadian and international educational and occupational qualifications.

In this capacity, the current mandate for CICIC is as follows:

- (a) to establish and coordinate an information network of individuals and agencies involved in international recognition of foreign qualifications

that builds upon and enhances existing provincial/territorial, professional, and educational networks;

- (b) to facilitate access to information on foreign credentials and foreign recognition activities to Canadian authorities and organizations;
- (c) to gather and disseminate information on domestic and international certification procedures and recognition systems;
- (d) to refer requests regarding recognition of credentials to appropriate Canadian or international bodies;
- (e) to establish liaison with relevant international organizations and participate, as appropriate, in the implementation of international agreements in the field of foreign credentials and qualifications; and
- (f) to provide information on Canadian postsecondary studies in order to promote mobility and the recognition of Canadian qualifications abroad.

Each year CICIC undertakes a wide range of activities to support this mandate and to provide ongoing networking and advocacy in the field of foreign credential and qualification recognition in both a pan-Canadian and international context.

### **3.2 Project Background**

In 2007, CICIC, in partnership with the Alliance of Credential Evaluation Services of Canada (ACESC) embarked, with funding provided through Human Resources and Skills Development Canada's Foreign Credential Recognition (FCR) Program, on a project entitled "Pan-Canadian Quality Standards in International Credential Evaluation." This project provided for a diagnostic study to investigate the consistency and portability of academic assessments conducted in Canada. To this end, consultations with stakeholders (some of whom are both assessors and end users) and, quantitative and qualitative surveys as well as a series of focus groups with the immigrant clients and end users of academic credential assessments were performed between November 2007 and May 2008.

Diagnostic research indicated that there is both a need and an opportunity for improved dialogue among academic credential assessment services and for improved access to these services for the immigrant client. Feedback by the project's Evaluation Working Group, as well as other stakeholders consulted during the research phase, suggested that future initiatives aimed at the creation of pan-Canadian standards, greater networking opportunities, improved information sharing, training opportunities, and joint research projects can help effect positive change in this area. More information on the project can be found on the following website: <http://cicic.ca/docs/2009-report-standards-evaluations.en.pdf>.

Based on the *Pan-Canadian Quality Standards in International Credential Evaluation* project, a number of recommendations have been proffered. In April 2010, with new funding provided through HRSDC, CICIC has undertaken the second phase of this project with outcomes focusing on these recommendations. The outcomes are as follows:

- (a) cross-reference the terminology and definitions used by academic assessment agencies and other organizations evaluating international credentials;
- (b) provide networking and workshop opportunities to credential evaluators from across Canada;
- (c) develop, on a trial basis, a set of “made-in-Canada” reference country profiles for assessors to use when determining the comparability of an internationally obtained educational credential;
- (d) research the feasibility of developing an on-line program specifically designed for existing credential assessors and for individuals interested in a future career in credential evaluation;
- (e) develop a pan-Canadian Quality Assurance Framework (QAF) to serve as a reference tool for all groups performing academic credential assessments in Canada;
- (f) improve the profile of the Alliance of Credential Evaluation Services of Canada and of the practice of academic credential assessment in general; and
- (g) carry out a needs and issues analysis regarding the possible development of a pan-Canadian database, including a credential verification tool, to facilitate evaluations and better help new immigrants coming to or already in Canada.

Based on discussions with key stakeholders in the credential assessment community, note was made of the multiplicity of terms and definitions used by the academic assessment community, the type of information collected, and associated nomenclature across Canada in the context of foreign academic credential evaluation. Such differences often cause confusion and misunderstanding for both immigrant and institutional clients. Moreover, inconsistent use of terminology among agencies can impede future efforts to cooperate.

The CICIC French and English Terminology Guides aims to survey usage and meaning of terms associated with procedures for academic credential recognition in Canada—with respect to the occupational and education fields. It is important to highlight that there are two different versions of both the French and the English CICIC Terminology Guides:

the English version of the guide, which was initially created and has been translated into French, and a French version of the guide, based on the French translation, which has subsequently been translated into English. This last French version was significantly modified to reflect current terminology usage in the francophone milieu. The initial English version and its French translation are thus quite distinct from the second French version and its English translation, since additions and deletions have been made and meanings clarified to fit the francophone context. In other cases, the specific meanings of terms found in the materials surveyed have been provided. The French guide can be found at [<http://www.cicic.ca/363/guide-d'usage-terminologique-dans-le-domaine-de-la-reconnaissance-des-diplomes.canada> or <http://www.cicic.ca/docs/guide/guide2003.fr.pdf>]. The English guide can be found at [<http://www.cicic.ca/410/guide-to-terminology-usage-in-the-field-of-credentials-recognition-in-canada.canada> or <http://www.cicic.ca/docs/guide/guide2003.en.pdf>].

### **3.3 Objectives of Work to Be Done**

In an effort to improve the transparency, comparability, and clarity of academic assessment and the evaluation process for both the immigrant clients and institutional end users of academic assessments, CICIC, under the umbrella of CMEC, is inviting Proposals to develop French and English Terminology Guides for Academic Credential Evaluations in Canada. The Proponent is expected to use the current CICIC French and English Terminology Guides as a starting point. The revision of this glossary should include solicitation of input from as many groups involved in the academic assessment process as possible, so that the finished product is an accurate reflection of the terminology currently used across Canada.

### **3.4 Terminology Guides Working Group**

A Terminology Guides Working Group has been created, and it consists of volunteer members from the academic credential community of various backgrounds. This group will provide overall direction for the Project.

## **PART 4. REQUIREMENTS FOR THE WORK TO BE DONE**

### **4.1 Tasks**

The successful Proponent will be expected to:

- (a) participate in the meeting of the Terminology Guides Working Group in the Gatineau (October 25, 2010);
- (b) consult with representatives from academic credential evaluation services and agencies, regulatory bodies, universities, colleges, governments, sector councils, and apprenticeship bodies to obtain their input on appropriate pan-Canadian definitions;
- (c) explore other existing academic assessment glossaries that might be a useful addition to the Project;
- (d) work with the holders of other existing academic assessment glossaries to help foster consistency in terms and definitions;
- (e) cross-reference terminology and definitions used by organisations that perform academic credential assessments;
- (f) build upon the current CICIC guides to draft a pan-Canadian Terminology Guide in both French and in English (**two in total**);
- (g) submit a progress report, a draft version and a final version of the guides by the dates specified in Section 5.2;
- (h) draw up a list of the terms to be included in the new English and French glossaries;
- (i) identify potential communications protocols required for the development of the Terminology Guides;
- (j) recommend options to promote adherence to, and the sustainability of, the pan-Canadian Terminology Guides.

## **PART 5. GOVERNANCE AND PROCESS**

### **5.1 Project Manager**

The work will be managed by CCMEC'S appointed Project Manager, to whom the Proponent will report. The Project Manager and the Terminology Guides Working Group will monitor the work done by the Proponent and will provide the Proponent with the necessary guidance, instructions, background, and source materials to undertake the work.

### **5.2 Delivery Time Frame**

<b>September 7, 2010</b>	Issuance of Request for Proposals
<b>September 20, 2010</b>	Deadline for submission of questions
<b>October 4, 2010</b>	Deadline for submission of Proposals
<b>October 13, 2010</b>	Completion of evaluation of proposals
<b>October 15, 2010</b>	Notification to successful Proponent(s)
<b>October 25, 2010</b>	Meeting of the Terminology Guides Working Group in the Gatineau
<b>December 3, 2010</b>	Deadline for progress report
<b>January 14, 2011</b>	Deadline for draft version
<b>March 11, 2011</b>	Deadline for final version
<b>Summer 2011</b>	Presentation at the National Workshop of Credential Assessors

### **5.3 Staffing**

1. CCMEC and the Proponent shall each dedicate Personnel to the Project.
2. Any Personnel changes by the Proponent must be approved by the Project Manager on behalf of CCMEC.
3. CCMEC reserves the right to reject Personnel changes that it, acting reasonably, believes will jeopardize the timely completion of the Project and/or will affect the reputation and/or goodwill of CCMEC and/or any of its Members.

## **PART 6. EVALUATION OF PROPOSALS**

### **6.1 Evaluation Committee**

1. An Evaluation Committee (EC) selected by CCMEC is responsible for evaluating Proposals and, subject to the general rights of CCMEC as set out in section 7.1, "General Rights of CCMEC," for selecting a successful Proposal, if any.
2. The EC may consist of senior officials and/or designates from ministries and departments of education from Jurisdictions and members of the academic assessment community, as well staff from the CMEC Secretariat, all of whom have knowledge of CMEC's operations.

### **6.2 Evaluation Process and Selection of Proposal**

1. The EC will review and select a Proposal on behalf of CCMEC. The EC will evaluate Proposals based on the following criteria:
  - (a) compliance with mandatory requirements as set out in section 2.1, "Mandatory Proposal Requirements";
  - (b) assessment of Deliverables as set out in section 2.3, "Deliverables";
  - (c) Price Proposal as set out in section 2.5, "Price Proposal";
  - (d) compliance with Proposal format and outline as set out in section 2.4, "Proposal Format and Outline," and Appendix A, "Proposal Format and Outline"; and
  - (e) previous work that the Proponent has done.
2. At the time of evaluation, the EC will attribute scores to the criteria set out in subsection 6.2(1) in order to rank Proposals and to select a successful Proposal, if any.
3. For greater certainty, the selection of a Proposal by the EC will be carried out entirely at the EC's sole discretion and will be based on the EC's assessment of the factors set out in subsection 6.2(1).

## **PART 7. GENERAL LEGAL MATTERS**

### **7.1 General Rights of CCMEC**

CCMEC may, at its sole discretion:

- (a) reject any or all of the Proposals;
- (b) accept any Proposal;
- (c) elect, if only one (1) Proposal is received, to accept or reject it or enter into negotiations with the Proponent;
- (d) elect to indefinitely delay the RFP at any time;
- (e) alter the Timetable, the RFP, or any other aspect of the RFP before or after the Deadline; and
- (f) cancel this RFP at any time and subsequently advertise or call for new Proposals for the same subject matter of this RFP document with the same or different Proponents or with invited Proponents.

For greater certainty, CCMEC is not required to select the Proponent with the lowest Price Proposal.

### **7.2 CCMEC Liability for Proponent's Costs**

Neither CCMEC, CMEC, its Members, nor their respective directors and/or officers shall be liable for any expense, cost, loss, and/or damage incurred and/or suffered by any Proponent and/or any person connected with a Proponent as a result of any action taken and/or any omission by CCMEC in accordance with section 7.1, "General Rights of CCMEC."

### **7.3 Applicable Law and Attornment**

1. This RFP shall be governed and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.
2. The Proponent agrees that:
  - (a) any action and/or proceeding relating to this RFP shall be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;

- (b) it irrevocably waives any right to and shall not oppose any Ontario action and/or proceeding relating to the RFP on any jurisdictional basis, including *forum non conveniens*; and
- (c) it shall not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this Section 7.3 of this RFP.

#### **7.4 Limitation of Liability**

1. Notwithstanding anything herein to the contrary, neither CCMEC, CMEC, its Members, nor any of their related entities, directors, officers, and/or employees shall be liable to the Proponent for any indirect, incidental, punitive, and/or consequential damages, and/or for loss of profit and/or revenue, suffered by the Proponent arising out of, and/or in connection with, this RFP, whether or not the Proponent was advised of the possibility of such damage and whether based in breach of contract or warranty (including fundamental breach and breach of a fundamental term), tort (including negligence), misrepresentation, indemnity, and/or any other theory at law or equity.
2. To the extent permitted by Applicable Law, the total aggregate liability of CCMEC to the Proponent for any and all Claims made against it under and/or in connection with this RFP shall not exceed the Proponent's reasonable costs for the preparation of the Proposal up to a maximum of \$1,000.

#### **7.5 Ownership of Proposals**

Proposals submitted and all attendant documents, including any intellectual property embedded therein, become the exclusive property of CCMEC and, unless CCMEC determines at its sole discretion to do so, will not be returned to the Proponent.

#### **7.6 Intellectual Property**

CCMEC will acquire ownership of the report, which for greater certainty also includes all conclusions thereof and any intellectual property rights therein. The selected Proponent will forthwith upon request assign all copyright to CCMEC and will be required to waive its moral rights in relation to the report and any product developed pursuant to the Agreement.

#### **7.7 Goods and Services Tax/Harmonized Sales Tax**

The provision of services under the Agreement is subject to all applicable GST and HST laws.

#### **7.8 Confidential Information**

1. The Proponent agrees that all Confidential Information:

- (a) shall remain the sole property of CCMEC and its Members, as applicable, and the Proponent shall treat it as confidential;
  - (b) shall not be used by the Proponent for any purpose other than developing and submitting a Proposal in response to this RFP and/or the performance of any subsequent agreement relating to the Project, as applicable;
  - (c) shall not be disclosed by the Proponent to any person who is not involved in the Proponent's preparation of its Proposal, negotiation of the Agreement and/or the performance of any subsequent agreement relating to the Project, without the prior written consent of CCMEC;
  - (d) shall not be used in any way detrimental to CCMEC; and
  - (e) if requested by CCMEC, shall be returned by the Proponent to CCMEC no later than five (5) calendar days after that request.
2. The Proponent shall be responsible for any breach of the provisions of this section 7.8 by any person to whom it discloses the Confidential Information, including, for greater clarity, the Proponent's employees and representatives. The Proponent shall indemnify each of CCMEC, CMEC, its Members, and/or each of their respective directors, officers, consultants, employees, agents, and representatives and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation, and/or liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered and/or incurred by any of them arising as a result of and/or in connection with any breach of any of the provisions of this section 7.8 by the Proponent and/or by any person to whom the Proponent has disclosed the Confidential Information.
3. The Proponent acknowledges and agrees that a breach of the provisions of this section 7.8 would cause CCMEC, its Members, and their related entities to suffer loss that could not be adequately compensated by damages and that CCMEC, its Members, and/or any of their related entities may, in addition to any other remedy or relief, enforce any of the provisions of this section 7.8 upon application to a court of competent jurisdiction without proof of actual damage to CCMEC, its Members, and/or any of their related entities.
4. Notwithstanding anything else to the contrary in this RFP, the provisions of this section 7.8 shall survive any cancellation of this RFP process or the conclusion of the RFP process and, for greater clarity, shall be legally binding on all Proponents who receive a copy of this RFP whether or not they submit a Proposal.
5. The confidentiality obligations of the Proponent shall not apply to any information that falls within the following exceptions:

- (a) information that is lawfully in the public domain at the time of first disclosure to the Proponent or that, after disclosure to the Proponent, becomes part of the public domain other than by a breach of the Proponent's confidentiality obligations or by any act or fault of the Proponent;
- (b) information that was lawfully in the Proponent's possession prior to its disclosure to the Proponent by CCMEC, provided that it was not acquired by the Proponent under an obligation of confidence; or
- (c) information that was lawfully obtained by the Proponent from a third party without restriction of disclosure, provided such third party was at the time of disclosure under no obligation of confidence or secrecy with respect to such information.

#### **7.9 Assignment of RFP by CCMEC**

The provisions of this RFP shall ensure to the benefit of CCMEC and its successors and assigns.

#### **7.10 Assignment of Proposals**

Proposals may not be assigned by Proponents.

## **PART 8. INTERPRETATION AND DEFINITIONS**

### **8.1 Number and Gender**

In this RFP, words in the singular include the plural and vice versa and words in one gender include both genders.

### **8.2 Headings**

The division of this RFP into parts, sections, and subsections, as well as the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this RFP. The part, section, and subsection headings in this RFP are not intended to be full or accurate descriptions of the text to which they refer and shall not be considered part of the RFP.

### **8.3 Definitions**

As used in the RFP or as same may be amended:

**“Agreement”** is defined in subsection 1.2(1);

**“Applicable Law”** means the laws of the Province of Ontario and the applicable laws of Canada;

**“Business Days”** means Monday to Friday, 8:30 a.m. to 4:30 p.m., Eastern Time, exclusive of statutory holidays in the Province of Ontario, unless otherwise expressly set out in this RFP;

**“CCMEC”** is defined in subsection 1.1;

**“CMEC”** is defined in subsection 1.1;

**“CMEC Secretariat”** means the permanent administrative body located in Toronto, Ontario, that supports the work of CMEC;

**“Claims”** means all actions, causes of action, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments, and demands of any kind whatever, both in law and in equity, whether implied or expressed;

**“Confidential Information”** means all material, data, information, or any item in any form, whether oral or written, including in electronic or hard-copy format supplied by, obtained from, or otherwise provided by CCMEC, CMEC, Ministers, or its Members in connection with the RFP and/or the Project, whether supplied, obtained, or provided before, during, or after the RFP process.

**“Conflict of Interest”** means:

- (a) an unfair advantage over other Proponents during the procurement process, thereby rendering the process non-competitive and unfair (e.g., Proponent has Confidential Information not available to other Proponents);
- (b) activities, relationships, and/or contracts that render the Proponent unable or potentially unable to perform the duties and obligations required of the Proponent if awarded the Agreement; and/or
- (c) activities, relationships, and/or contracts that impair or potentially impair the Proponent's judgment and/or impartiality in performing the Proponent's duties and obligations under the Agreement.

**"Deadline"** is defined in subsection 1.5(2);

**"Deliverables"** is defined in section 2.3;

**"Evaluation Committee" (EC)** is defined in subsection 6.1;

**"GST"** is defined in subsection 2.5(1);

**"HST"** is defined in subsection 2.5(1);

**"Jurisdiction(s)"** is defined in subsection 1.1;

**"Members"** means CMEC's member organizations from the Jurisdictions;

**"Ministers"** is defined in subsection 1.1;

**"Price"** is defined in subsection 2.5(1);

**"Price Proposal"** is defined in subsection 2.5(1);

**"Project Manager"** means Nancy Tran, whose contact information is as follows:

Council of Ministers of Education, Canada (CMEC)  
Attention: Nancy Tran  
95 St. Clair Avenue West, Suite 1106  
Toronto, Ontario  
Canada, M4V 1N6  
Fax: (416) 962-2800  
E-mail: n.tran@cmecc.ca

**"Proponent"** means an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium, or a consortium that is a partnership or other legally recognized entity that proposes to carry out the undertaking contemplated by this RFP by submitting a Proposal;

**“Proposal”** means a submission provided to CCMEC by a Proponent in response to this RFP;

**“RFP”** is defined in subsection 1.1;

**“Services”** means the completion of the Project at the direction of CCMEC; and

**“Timetable”** is defined in section 1.3.

## **APPENDIX A — PROPOSAL FORMAT AND OUTLINE**

### **A.1 Proposal Format Instructions**

This section describes the format in which the Proponent must prepare the Proposal. If the Proponent does not format the Proposal in this manner, the Proposal, at CCMEC's sole discretion, may be rejected.

The Proposal must:

- (a) use 12-point Times New Roman or 12-point Calibri font;
- (b) include an index that lists all appendices to the Proposal since appendices are part of the Proposal;
- (c) be page-numbered; and
- (d) provide information in accordance with the instructions in section A.2, "Proposal Outline Instructions."

### **A.2 Proposal Outline Instructions**

The Proposal must follow the outline below:

- (a) **Cover Page and Index**
- (b) **Section 1 — Executive Summary (in both English and French)**

The executive summary must provide a brief description of the project, including:

- (i) main research questions to be addressed
- (ii) project's value to policy and/or practice
- (iii) proposed methodologies
- (iv) names and qualifications of the Proponent and enlisted Personnel
- (v) Deliverables
- (vi) total budget

(c) **Section 2 — Introduction and Background**

This section must set out information necessary to satisfy the mandatory Proposal requirements contained in subsection 2.1(1), subparagraphs (c) through (g). In addition, this section must address whether the Proponent intends at any time during the term of an Agreement arising out of this RFP to use the services of another entity in connection with the management of the services to be provided pursuant to such an Agreement.

(d) **Section 3 — Proponent's Experience** (maximum Length: four (4) pages):

- (i) A brief description of the Proponent must be provided along with a brief overview of the Proponent's profile and credentials. This overview must highlight the Proponent's skills and knowledge of academic credential assessment.
- (ii) A section should provide a description of the Proponent's research experience related to designing terminology guides. Preference will be given to Proponents with knowledge of and/or experience in academic credential assessment.
- (iii) A section must describe up to three (3) comparable projects and/or services the Proponent has previously delivered.
- (iv) The Proponent must describe its ability to access and review material in both French and English. At its sole discretion, CCMEC may request Proponents to provide documentary evidence of such ability.

(e) **Section 4 — Qualifications of Enlisted Personnel** (Maximum Length: 8 Pages)

- (i) The Proponent must provide detailed descriptions of the knowledge, skills, and expertise of the Personnel nominated for the Project.
- (ii) The Proponent must describe the roles and responsibilities of the Proponent and any of its agents, employees, and subcontractors who will be involved in the Project, together with the identity of those who will be performing such roles, their experience in working as a team, and their relevant respective expertise.

- (iii) The Proposal must identify a lead contact for this Project to assume day-to-day responsibilities for assigning tasks and resources to complete the Project successfully within the targeted timelines for completion. The lead contact will identify, develop, and execute specific tasks; monitor project priorities, work plans, schedules, issues, and deliverables; and report to CCMEC.
- (iv) The Proponent must complete one table, as set out below, for each member of its proposed team. Please note that team members' merits will be assessed collectively. Tables must be included directly in this section.

	<b>Response Parameters</b>
Name	
Role in Project	
Daily Rate	Canadian dollars per eight-hour day
Commitment to Project	Full-time, part-time, as required for specific tasks
Experience for Role in Project	
Employment Status with Proponent	Full-time, part-time, hired for Project, subcontractor
Primary Language	French, English
Secondary Language	French, English, N/A
Ability in Secondary Language	Indicate level of ability: conversational, written, or conversational and written
Formal Education	Applicable diplomas and degrees and institution(s) where earned
Qualifications	Applicable certifications (not memberships) and institution(s) where earned

(f) **Section 5 — Implementation Plan** (maximum Length: five (5) pages)

Proponents should include a work plan directly in this section. The plan should include the following:

- (i) description of the scope of the research to be undertaken and the research questions to be addressed;

- (ii) detailed work plan setting out the specific elements of the project, including an indication as to who will perform which elements and when these will be completed;
- (iii) outline of any perceived challenges and/or risks inherent in the proposed methodologies and/or knowledge-mobilization strategies;
- (iv) applicability of research results to policy and practice; and
- (v) expected timing of Deliverables and regularly scheduled meetings to review progress.

(g) **Section 6 — Additional Value-Added Services** (maximum Length: two (2) pages)

Proposals must describe any added value and/or competitive advantage brought by the Proponent and must explain how this supports the objectives of the Project. Any other services support and/or additional information that the Proponent would like CCMEC to consider when evaluating its Proposal must be set out in this section.

(h) **Section 7 — Price Proposal (maximum Length: one (1) page)**

In conformity with Section 2.5, the Proponent must provide the total price for completion of the Project.

(i) **Appendix A — Tax Compliance Declaration**

In conformity with subsection 2.1(h), Proponents shall append as Appendix A to the Proposal a signed copy of the Tax Compliance Declaration, provided in Appendix B to this RFP document.

(j) **Appendix B — References**

In conformity with subsection 2.1(i), Proponents shall append as Appendix B to the Proposal three (3) references.

(k) **Appendix C — Evidence of Financial Condition**

In conformity with subsection 2.3(a), the Proponent will append as Appendix C to the Proposal evidence satisfactory to CCMEC that it is financially capable of providing the Services for the proposed duration of the Project.

(l) **Appendix D — Work Samples**

In conformity with subsection 2.3(c), the Proponent will append as Appendix D of the Proposal up to three (3) samples of related work.

- (m) **Appendix E — Explanation of Conflict of Interest (if necessary)**  
Further to section 2.2, “Conflict of Interest,” if a Proponent has a Conflict of Interest, the Proponent should set out the details of such Conflict of Interest in Appendix E to the Proposal.

**APPENDIX B — TAX COMPLIANCE DECLARATION**

The Corporation of the Council of Ministers of Education, Canada (“CCMEC”)

**Request for Proposals for the Development of French and English Terminology Guides for Academic Credential Evaluations in Canada**

**Tax Compliance Declaration**

The Proponent hereby certifies that, at the time of submitting its Proposal, the Proponent is in compliance with all Canadian federal and provincial/territorial tax statutes and that, in particular, all returns required to be filed under such federal and provincial/territorial tax statutes have been filed and all taxes due and payable under such statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

Proponent:

Per:

\_\_\_\_\_  
(Authorized signing officer)

Print name:

\_\_\_\_\_