

The Corporation of the Council of Ministers of Education, Canada

Request for Proposals (Invitational)

Return completed Proposal to:
Kathryn O'Grady
Council of Ministers of Education, Canada
95 St. Clair Avenue West, Suite 1106
Toronto, Ontario
M4V 1N6

Issue date: **January 31, 2014**
Closing date: **February 28, 2014**
Closing time: **4:30 p.m. EST**

All Proposals must be clearly marked with
"PCAP Computer-Based Testing Solution" and
the 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
PCAP Computer-Based Testing Solution

Invitational RFP

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PART 1. INTRODUCTION

1.1 Invitation to Proponents and Background

1.1.1 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 PCAP Computer-Based Testing Solution.

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

1.2 Type of Agreement

1.2.1 The selected Proponent will be required to enter into a contract developed by CCMEC (“Agreement”).

1.2.2 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 (“Timetable”). The Timetable is subject to change and amendment at the sole discretion of CCMEC.

Event	Date
Issuance of RFP	January 31, 2014
Closing date for submission of Proponents’ written questions	February 14, 2014
Closing date for submission of Proponents’ Proposals	February 28, 2014
Completion of evaluation of Proposals	March 14, 2014
Notification to selected Proponent	March 21, 2014

1.4 Proponents’ Questions and Other Communications

Except as expressly provided herein, all communication, including all questions regarding this RFP, must be in writing and must be addressed to and sent by e-mail

to the Project Manager, Kathryn O’Grady, at k.ograde@cmecc.ca, no later than **February 14, 2014, 4:30 p.m. EST**. Any questions submitted and the responses thereto may be shared by CCMEC with all Proponents on the CMEC Web site.¹ 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

1.5.1 A Proponent shall submit **two (2) copies** of its Proposal to the Project Manager by the closing date, as follows:

- (a) **Two (2) hard copies** of their submission, 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: Kathryn O’Grady
 95 St. Clair Avenue West, Suite 1106
 Toronto, Ontario
 M4V 1N6

Proponents must include in the 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 by e-mail to the Project Manager at k.ograde@cmecc.ca. The electronic version should be formatted to print on letter-sized paper.
- 1.5.2. 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, on or before 4:30:59 p.m. EST on **February 28, 2014** (“Deadline”). For the purposes of determining if a Proposal has been submitted on time, the official time of receipt of a Proposal 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.
- 1.5.3. CCMEC will not accept or consider Proposals transmitted by facsimile or by any other means not provided for in this RFP.

¹ www.cmecc.ca

1.5.4. 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.

1.5.5. Proposals can be submitted in either English or French.

1.6 Amendments to, or Withdrawals of, Proposals

1.6.1 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 before 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.

1.6.2 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

1.8.1 Any amendment and/or supplement 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.

1.8.2 Any amendment and/or supplement to this RFP made in any other manner, including any oral or other written statement made by CCMEC, CMEC, the Project Manager, Members, PCAP Working Group, or the respective employees, agents, consultants, or advisors of each shall not constitute an amendment or supplement to this RFP.

1.8.3 Any amendment and/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.

1.8.4 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

2.1.1 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:

2.1.2 The Proposal must:

- (a) be received by the Deadline;
- (b) conform to the requested Proposal format and outline, as described in section 2.4 and in further detail in APPENDIX A;
- (c) include the Proponent's legal name and any other name under which it carries on business;
- (d) include the Proponent's address and telephone and fax numbers;
- (e) state 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) include the name, telephone number, and e-mail address of the person who is the Proponent's principal contact;
- (g) include the name of the person who will be managing the proposed Project if that person is different from the person identified in (f) above;
- (h) include a completed Tax Compliance Declaration, provided in APPENDIX B;
- (i) include 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) include a Price Proposal as described in section 2.5.

2.2 Conflict of Interest

2.2.1 Submission of a 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, subsection A.2 (m), for further instructions].

2.2.2 Proponents who, in 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, the Proponent must also 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 (may be related to the descriptions in (b)).

2.4 Proposal Format and Outline

Proposals must adhere to the Proposal format and outline as described further in APPENDIX A.

2.5 Price Proposal

- 2.5.1 Proposals must contain a Price Proposal (“Price Proposal”) for the completion of the Project that provides a detailed estimate of expected compensation for all Deliverables and tasks outlined in section A.2 of APPENDIX A. This must specify all fees, costs, services, expenses, and taxes (“Price”), other than the federal Goods and Services Tax (“GST”) or the Harmonized Sales Tax (“HST”), which may be noted in addition to the Price in the Price Proposal.
- 2.5.2 Price Proposals must include a breakdown of the fees, costs, services, expenses, and taxes included in the Price.
- 2.5.3 CCMEC anticipates that the successful Proponent will travel to the CMEC offices in Toronto. Costs will be covered for one representative to attend such meetings, in accordance with CMEC expense guidelines. The Proponent may wish to send additional representatives to such meetings, with the approval of the Project Manager. The Proponent will bear the travel costs associated with the additional representative(s).
- 2.5.4 Costs pertaining to translation and/or interpretation should not be outlined in the budget.
- 2.5.5 Proponents are required to submit their Price Proposal in Canadian dollars.
- 2.5.6 When preparing their Price Proposal, Proponents must bear in mind that CCMEC is a not-for-profit organization with a limited budget.
- 2.5.7 Price is only one of many variables that will be used to evaluate Proposals. As per section 7.1, CCMEC is not obliged to accept the lowest-priced Proposal or any Proposal at all.

2.6 Costs

- 2.6.1 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 or of any questions, addenda, and/or supplements to the RFP; and/or (b) interviews, negotiations, and/or other activities related to this RFP process.
- 2.6.2 For greater certainty, the Proponent will be responsible for all of its own out-of-pocket expenses that it may incur in connection with the RFP and its Proposal.

PART 3. PROJECT OVERVIEW

3.1 General Information about CMEC, CCMEC, and PCAP

The 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 exercise of the exclusive jurisdiction of provinces and territories over education.

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 for any other Agreement that may be entered into pursuant to this RFP.

The Pan-Canadian Assessment Program (PCAP)

The Pan-Canadian Assessment Program (PCAP) is a nationwide assessment that measures trends in achievement of Grade 8 (Secondary Two in Quebec) students in the three core domains of reading, mathematics, and science, as well as policies and practices related to these domains. The study is administered every three years and is carried out by the Council of Ministers of Education, Canada (CMEC).

CMEC aims to inform Canadians about how well their education systems are meeting the needs of students and society. The information gained from this pan-Canadian assessment provides ministers of education with a basis for examining the curriculum and other aspects of their school systems.

School curricula vary from jurisdiction to jurisdiction across the country, so comparing results from these varied programs is a complex task. However, young Canadians in different jurisdictions learn many similar skills in mathematics, reading, and science. PCAP has been designed to determine whether students across Canada reach similar levels of performance in these core disciplines at about the same age, and to complement existing assessments in each jurisdiction

so that provinces and territories have comparative data on the achievement levels attained by Grade 8 students.

3.2 Project Background

PCAP is based on comprehensive frameworks developed collaboratively with Canadian jurisdictions for each domain. For each administration, one subject is the primary domain and comprises the majority of contexts and items; the other two subjects are the minor domains.

PCAP is administered every three years to intact Grade 8 classes over a four-week period in the spring. It is a 90-minute test that is composed of contexts linked to a number of items. Students, school principals, and classroom teachers also complete a background questionnaire.

Approximately 35,000 students participate in PCAP every three years. Field testing of items with approximately 2,000 students is done in the year prior to the main study.

PCAP is looking to transform the current paper-based assessment cycle into a computer-based, future-ready model. The areas of transformation include test production, test administration, and test scoring.

For further details on PCAP assessment practices and other related topics, please refer to the CMEC Web site at www.cmec.ca.

3.3 Objectives of Work to Be Done

CMEC is looking to transform the current PCAP assessment cycle: test production, administration, and scoring. All PCAP assessments are developed and administered in English and French, and the solution must support this requirement.

This RFP is for the field testing of items only, in spring 2015, and does not constitute an agreement for the main administration in spring 2016.

First, future test production will support technology-enabled, distributed item and test development. This will be built upon an item bank that can enable on-line test development and automate the test review and production workflow. Item developers will be able to work remotely with access to multiple versions of items to reflect the process of item development. Communication channels embedded within the item-development solution will promote more effective ways of sharing knowledge between reviewers and item developers.

Second, future test administration will support both computer-based and paper-based tests. PCAP will be able to selectively shift tests from paper-based to

computer-based administration, depending on the maturity of technology solutions and the availability of adequate school infrastructure. In addition, PCAP will be able to offer new types of assessment items that are not currently feasible using a pen-and-paper format, as well as the potential for adaptive testing.

Third, future test scoring will also undergo significant changes. PCAP will support computer-based scoring using either scanned booklets or a solution involving direct interface with the computer-based test administration. Similarly to the distributed-test-development model, scorers will be able to work remotely and be supported by relevant, real-time performance statistics. New communication channels embedded within the scoring solution will promote more effective ways of sharing knowledge between scorers. The scoring system will allow for the monitoring of scorer performance and the ability to stop and intervene with (retrain) scorers who are not meeting scoring accuracy targets. The system will also support on-line training environments for scorers.

PART 4. REQUIREMENTS FOR THE WORK TO BE DONE

4.1 Computer-Based Test Production: Item and Test Development

A robust item bank is required to support computer-based test development and computer-based test administration solutions. The solution must also provide the ability to manage the item-development workflow, including documenting the performance and quality of item developers and item-development training. The solution must also allow the item-development process to be distributed so that item developers and those managing the item-development process could work from any location with an Internet connection. The solution must enable tests to be developed in either English or French using items from the item bank that are then used to produce paper test booklets for printing or are administered using a computer-based test.

The scope of this part of the Project is as follows:

- (a) management of items and item metadata, reading passages, and images/graphics to enable paper- and computer-based test development and administration;
- (b) management of questionnaire items and item metadata to enable paper and computer-based questionnaire development and administration;
- (c) computer-based, workflow-enabled, distributed item and test development by PCAP and its item developers;
- (d) provision of feedback on item performance and the questionnaires; and
- (e) monitoring of item-developer quality and performance and the performance-based compensation of item developers.

4.2 Computer-Based Test Administration

Computer-based testing capabilities will allow PCAP to selectively shift tests from paper-based administration to computer-based/on-line administration. Computer-based testing will enable students to securely take tests using computers or other devices. The objectives of this solution are to enable the administration of the assessment using computers (over the Internet), including the use of item types that are only feasible using computers; better test security; better accessibility for special-needs students; and increased efficiency through reduced paper handling.

The scope of this part of the Project is as follows:

- (a) a secure on-line testing solution that integrates test items such as multiple-choice, yes-or-no, short-answer, and essay questions;

- (b) a testing- and system-management solution that would support the viewing of items in either English or French at the discretion of the test participant during the test administration;
- (c) an on-line testing solution that allows for the administration of questionnaires for various target groups (students, teachers, school principals);
- (d) the possibility of supporting new types of items and tests (e.g., multimedia, computer adaptive, and interactive) that are only feasible with computer-based testing;
- (e) both paper and on-line testing processes that will be supported, with a majority of tests administered using the computer;
- (f) the ability to export all test responses through programmatic interfaces or standardized formats for scoring and analysis.

4.3 Computer-Based Test Scoring

The scope of this part of the Project is as follows:

- (a) paper booklet scanning: receiving, scanning, reconciling, indexing, and importing paper booklets into the solution for automated or manual scoring;
- (b) importing electronic responses: importing and indexing electronic responses from computer-based test administration;
- (c) computer-based scoring: implementing computer-based scoring so that manual scoring of assessments can be completed remotely via computer or automated for certain item types;
- (d) scorer training: developing on-line scorer-practice and -training environment. All scorers must pass a qualification exercise before being allowed to score;
- (e) scorer management: allocating jobs consisting of sets of items or item groups to scorers;
- (f) scorer performance: providing real-time reporting on scorer quality, performance, and overall productivity (multiple reports);
- (g) computer scoring: carrying out computer-automated scoring of multiple-choice and open-response items;
- (h) scorer payment: providing metrics to support a pay-for-performance compensation model.

PART 5. GOVERNANCE AND PROCESS

5.1 Response Information Requested

CCMEC invites response solutions that would involve the leasing and customization or development of a complete system.

Proponents are asked present their solutions, including a detailed description of their end-to-end solution or elements of the required solution. Please provide descriptions of the following:

- Features
- Interface
- Hardware requirements
- Security features
- Quality-assurance practices
- Web ability
- Scalability
- Ownership/Intellectual property
- Customization *
- Cost **
- Any additional functionality not addressed by the above

*** Customization**

Please estimate the amount of time it would take you to have the proposed solution customized for PCAP use or to build a complete system. Please describe the degree to which the solution can be customized by PCAP after lease or purchase.

****Cost**

CCMEC is seeking information about the potential cost of developing and implementing a system or leasing and customizing an existing system to ensure its ongoing operation, maintenance, and support. Based upon the information provided in the RFP, please provide an estimated cost of:

- (i) developing and implementing a system or leasing and customizing an existing system;
- (ii) providing ongoing system operation, maintenance, and support of the system.

CCMEC may use this information to inform its budget-planning process. CCMEC is not expecting the Proponents to commit to these estimates.

5.2 Delivery Timeframe

Friday, January 31, 2014	Issuance of RFP
Friday, February 14, 2014	Deadline for submission of Proponents' questions
Friday, February 28, 2014	Deadline for submission of Proponents' Proposals
Friday, March 14, 2014	Completion of evaluation of Proposals
Friday, March 21, 2014	Notification to selected Proponent

5.3 Staffing

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

PART 6. EVALUATION OF PROPOSALS

6.1 Evaluation Committee

- 6.1.1 An Evaluation Committee (“Evaluation Committee”) selected by CCMEC will be responsible for evaluating the Proposals and subject to the general rights of CCMEC as set out in section 7.1 for selecting a successful Proposal, if any.
- 6.1.2 The Evaluation Committee may consist of senior officials and/or designates from ministries and departments of education from the Jurisdictions, stakeholders, and staff from the CMEC Secretariat, all of whom have knowledge of CMEC’s operations.

6.2 Evaluation Process and Selection of Proposal

- 6.2.1 The Evaluation Committee will review and select a Proposal on behalf of CCMEC. The Evaluation Committee will evaluate Proposals based on the following criteria:
- (a) compliance with mandatory requirements as set out in section 2.1;
 - (b) assessment of Deliverables as set out in section 2.3;
 - (c) the quality of a Project plan that outlines:
 - the Deliverables to be produced;
 - a timeline identifying milestones based on the requirements of the work to be done as described in part 4 and ensuring completion by March 2015;
 - a series of research questions and directions that will ensure that the planned Deliverables will meet the needs of the Project;
 - a budget that will ensure that the needs of the Project can be met.
 - (d) the Price Proposal as set out in section 2.5;
 - (e) compliance with the Proposal Format and Outline as set out in section 2.4 and in APPENDIX A; and
 - (f) previous work that the Proponent has done.

- 6.2.2 At the time of evaluation, the Evaluation Committee will attribute scores to the criteria set out in subsection 6.2.1 above in order to rank Proposals and select a successful Proposal, if any.
- 6.2.3 For greater certainty, the selection of a Proposal by the Evaluation Committee will be carried out entirely at the Evaluation Committee's sole discretion and will be based on the Evaluation Committee's assessment of the factors set out in subsection 6.2.1 above.

PART 7. GENERAL LEGAL MATTERS

7.1. General Rights of CCMEC

7.1.1 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 as that described in this RFP document, from the same or different Proponents or from invited Proponents.

7.1.2 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, the PCAP working group, 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.

7.3 Applicable Law and Attornment

7.3.1 This RFP shall be governed and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

7.3.2 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 on the Evaluation Committee and/or proceeding relating to the RFP on any jurisdictional basis, including *forum non conveniens*; and

- (c) it shall not oppose the enforcement against them, 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

- 7.4.1 Notwithstanding anything herein to the contrary, neither CCMEC, CMEC, its Members, the PCAP working group, the Evaluation Committee, 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.
- 7.4.2 To the extent permitted by Applicable Law, the total aggregate liability of CCMEC, CMEC, its Members, the PCAP working group, the Evaluation Committee, and any of their related entities, directors, officers, and/or employees 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 Project Deliverables as described in section 2.3, 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 Project Deliverables 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

7.8.1 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 performing 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, the 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.

7.8.2 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, the PCAP working group, 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.

7.8.3 The Proponent acknowledges and agrees that a breach of the provisions of this section 7.8 would cause CCMEC, CMEC, its Members, the PCAP working group, and their related entities to suffer loss that could not be adequately compensated by damages and that CCMEC, CMEC, 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, CMEC, its Members, and/or any of their related entities.

7.8.4 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.

7.8.5 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 that 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 the other CMEC parties and their respective successors and assigns. The Proponent acknowledges to the CCMEC parties their direct rights under sections 7.2, 7.4, and 7.8. To the extent required by law to give full effect to these rights, CCMEC and the Proponent acknowledge and agree that CCMEC is acting as agent and/or as trustee of the CCMEC parties.

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 section 1.1;

“CMEC” is defined in subsection 1.1.2;

“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 whatsoever, 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, its Members, the PCAP working group, 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” is defined in section 6.1;

“GST” is defined in subsection 2.5.1;

“HST” is defined in subsection 2.5.1;

“Jurisdiction(s)” is defined in subsection 1.1.1;

“Members” means CMEC’s member organizations from the Jurisdictions;

“Ministers” is defined in subsection 1.1.1;

“Price” is defined in subsection 2.5.1;

“Price Proposal” is defined in subsection 2.5.1;

“Project” is defined in section 4.2;

“Project Manager” means **Kathryn O’Grady**, whose contact information is as follows:

Council of Ministers of Education, Canada (CMEC)
Attention: **Kathryn O’Grady**
95 St. Clair Avenue West, Suite 1106
Toronto, Ontario
M4V 1N6
Fax: 416-962-2800
E-mail: **k.ogrady@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 1.1.1;

“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) be prepared in 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 below.

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 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; and
 - (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 2.1.2, 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]

This section must include:

- (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 in the areas of:
 - computer-based testing solutions;
 - large-scale assessments.
- (ii) evidence outlining the Proponent’s experience with computer-based, large-scale assessments;
- (iii) evidence outlining the Proponent’s extensive knowledge of assessment;
- (iv) a subsection within section 3 describing up to three (3) comparable projects and/or services the Proponent has previously delivered.

(e) **Section 4 – Qualifications of Enlisted Personnel** [maximum length: eight (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 respective relevant expertise.
- (iii) The Proposal must identify a lead contact for this Project who will 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 section 4.

	Response parameters
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	Spoken, written, or both (spoken <i>and</i> 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 must include a work plan directly in this section. The plan should include the following:

- (i) detailed work plan setting out the anticipated steps required to achieve the Deliverables and the specific elements of the Project, including an indication as to who will perform which elements and when these will be completed;
- (ii) outline of any perceived challenges and/or risks inherent in the proposed methodologies and/or knowledge-mobilization strategies;

(iii) 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: 1 page)

In conformity with section 2.5, the Proponent must provide the total Price for completion of the Project.

(i) **Appendix 1 – Tax Compliance Declaration**

In conformity with subsection 2.1.2, subparagraph (h), the Proponent shall append as Appendix 1 to the Proposal a signed copy of the Tax Compliance Declaration provided in APPENDIX B to this RFP document.

(j) **Appendix 2 – References**

In conformity with subsection 2.1.2, subparagraph (i), the Proponent shall append as Appendix 2 to the Proposal three (3) references.

(k) **Appendix 3 – Evidence of Financial Condition**

In conformity with section 2.3, subparagraph (a), the Proponent shall append as Appendix 3 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 4 – Work Samples**

In conformity with section 2.3, subparagraph (c), the Proponent shall append as Appendix 4 to the Proposal up to three (3) samples of related work.

(m) **Appendix 5 – Explanation of Conflict of Interest** (if necessary)

Further to section 2.2, if a Proponent has a Conflict of Interest, the Proponent must set out the details of such Conflict of Interest as Appendix 5 to the Proposal.

APPENDIX B – TAX COMPLIANCE DECLARATION

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

Request for Proposals for the PCAP Computer-Based Testing Solution

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 _____, 2014.

Proponent: _____

Per: _____
(Authorized signing officer)

Print name: _____