

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

**Request for Proposals**

Return completed proposal by e-mail and/or regular mail to:

**Andrée Myette, Projects Officer**  
Council of Ministers of Education, Canada  
95 St. Clair Avenue West, Suite 1106  
Toronto, Ontario  
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Issue date: **March 13, 2019**

Closing date: **April 17, 2019**

Closing time: **4:30 p.m. EDT**

All proposals should be clearly marked with **“Editorial Services for Odyssey Language Assistant Training Tools and Resources”** and the closing date and time.

**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 they have read and understood and agree to be bound by all the provisions of this RFP document.

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

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

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

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

**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**

**Editorial Services for Odyssey Language Assistant Training Tools and Resources**

**Issued: March 13, 2019**

**Proposal submission deadline: April 17, 2019, 4:30 p.m. EDT**

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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 to prospective Proponents to submit Proposals for “**Editorial Services for Odyssey Language Assistant Training Tools and Resources**” (the “Project”).

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 (an “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 (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	<b>March 13, 2019</b>
Deadline for submission of Proponents’ written questions	<b>March 27, 2019</b>
Deadline for submission of Proponents’ Proposals	<b>April 17, 2019</b>
Proposal evaluation completed	<b>May 3, 2019</b>
Notification to selected Proponent	<b>May 6, 2019</b>

#### **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 addressed to and sent by e-mail to Andrée Myette, a.myette@cmecc.ca, no later than **March 27, 2019, 4:00 p.m. EDT**. Questions will be answered in writing, in the same manner in which this RFP was issued. Questions may be submitted in either French or English and will be answered in the language they are received only. CCMEC is not responsible for, and assumes no liability for, the confidentiality of any of the questions submitted or responses provided. The Proponent(s) submitting a question will not be identified. Responses to questions should be considered to be for information only. Amendments and/or supplements to this RFP are addressed in section 1.8.

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

- 1.5.1 A Proponent shall submit one (1) electronic copy of their proposal, in either PDF (Adobe Acrobat) or MS Word format (preferred) by e-mail to Andrée Myette, a.myette@cmecc.ca. The proposal 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 Officer in the manner described in subsection 1.5.1, on or before **4:30 p.m. EDT on April 17, 2019** ("Deadline"). The official time of a Proposal's receipt shall be determined by the clock used by the Project Officer to time- and date-stamp the Proposals. Proposals will be accepted on business days until the Deadline.
- 1.5.3 CCMEC will not accept or consider Proposals transmitted by facsimile or by any other means not provided for in this RFP.
- 1.5.4 Proposals received after the Deadline may or may not be opened, and may, at CCMEC's sole discretion, be destroyed or retained by CCMEC.
- 1.5.5 Proposals must be submitted in English or French. However, the successful proponent must demonstrate capacity to work in both English and French and deliver high-quality products in both official languages.

#### **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 their Proposal, provided that any such amendment or withdrawal is received in writing by the Project Officer before the Deadline. An amended

Proposal or a notice of withdrawal must be delivered to CCMEC in the manner 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 amendments and/or supplements to this RFP shall be made only by way of addenda issued by the Project Officer, in writing, in the same manner in which this RFP was issued.

1.8.2 Any amendments and/or supplements to this RFP made in any other manner, including any oral or other written statement made by CCMEC, its Members, the Project Officer, 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 their Proposal.

1.8.4 The Proponent is solely responsible for ensuring that they have received all addenda, if any, issued pursuant to this section 1.8.

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

### **2.1 Proposal Requirements**

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

2.1.2 The Proposal:

(a) must be received by the Deadline;



- (b) conforms with the requested Proposal format and outline, as described in further detail in APPENDIX A;
- (c) includes the Proponent's legal name and any other name under which they carry on business;
- (d) includes the Proponent's address and telephone number;
- (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) includes 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 from 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 their key personnel:
  - (i) References should be from persons for whom the Proponent has successfully provided similar services and/or performed related work and should include a brief outline about the nature of the services provided.
  - (ii) The name and telephone number of a contact person for each reference provided should 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.
  - (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.

## **2.2 Conflict of Interest**

2.2.1 Submission of a Proposal or the Proponent's performance of the Agreement 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 (I), 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 Experience**

In addition to the Proposal requirements set out in section 2.1, the Proponent should also deliver the following as part of the Proposal:

- a written description of up to two (2) comparable or relevant projects and/or services that the Proponent has previously delivered and/or is currently delivering, including an explanation of each project's results; and
- up to two (2) samples of the Proponent's previous related work.

## **2.4 Proposal Format and Outline**

Proposals should 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. 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 The successful Proponent may propose travel to provinces and territories within Canada. An estimate for travel and lodging expenses should be included in the Price Proposal.

- 2.5.4 Costs pertaining to translation and copyediting of the report should be outlined in the budget. Note that translators and copyeditors hired by the Proponent must be vetted by the CMEC Secretariat.
- 2.5.5 Proponents are required to submit their Price Proposals in Canadian dollars.
- 2.5.6 When preparing their Price Proposals, Proponents should 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) other activities related to this RFP process.
- 2.6.2 The Proponent will be responsible for all of their own out-of-pocket expenses they may incur in connection with the RFP and their Proposal.

## **2.7 Confidentiality**

- 2.7.1 The successful Proponent will be required to ensure that names and other identifying information of respondents are confidential, are used only for contact purposes, and do not appear in any reports on the research. Research reports shall not identify any individual, school, school board, province, or territory.
- 2.7.2 Proponents must use domestic data storage for personal information and for any information that could be used to identify a specific individual. Foreign transfer and storage of, or access to, personal information or any information that could identify a specific individual is prohibited.

- 2.7.3 All collection, storage, and dissemination of information that includes or is derived from personal information must conform to all applicable provincial, territorial, and federal privacy legislation.

### **PART 3. PROJECT OVERVIEW**

#### **3.1 General Information about CMEC, CCMEC, the CMEC Secretariat, and Odyssey Coordinators Subcommittee**

##### ***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 fulfillment of the constitutional responsibility for education conferred on the 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.

### ***The CMEC Secretariat***

The CMEC Secretariat is the permanent administrative body located in Toronto, Ontario, that supports the work of CMEC.

### ***The Odyssey Coordinators Subcommittee***

Consisting of five representatives from the provinces and territories, the Odyssey Coordinators Subcommittee members consider administrative and financial issues related to the Odyssey program and provide recommendations to the Odyssey Coordinators Committee which it reports to. The Odyssey Coordinators Committee is composed of senior officials in the provinces and territories responsible for the coordination of the Odyssey program.

## **3.2 Project Background**

The CMEC Secretariat is responsible for coordinating and administering the official languages programs at the pan-Canadian level for provinces and territories. Embedded in the *Official Languages Act* of 1969, these programs were created to encourage individuals to learn both of Canada's official languages and to discover the rich cultures associated with them.

Canadian Heritage through the Government of Canada provides funding for these programs and the provinces and territories are responsible for their administration.

Odyssey is a program that hires language assistants to support official language learning at elementary, secondary, or postsecondary institutions across Canada.

In light of recommendations made by subject-matter experts following an overview of current activity manuals (3), the CMEC Secretariat wants to modernize tools for Odyssey language assistants to provide them with:

- current and relevant educational content;
- tools that meet their needs and those of the students they assist and support through language-learning activities;
- a format that is convenient, useful, and interactive, which will remain viable for at least the next five years.

The CMEC Secretariat requires the services of a Proponent who will evaluate the current Odyssey activity manuals (one per language stream), recommend improvements to content and format, and provide appropriate

editing and production services to meet CMEC Secretariat's Project objectives and requirements.

### **Odyssey Program**

Since its inception in 1973, Odyssey has welcomed over 35,000 participants. As language assistants, participants get to explore another region of Canada while sharing their own, earn an income, and get bilingual professional experience. During their Odyssey experience, they receive \$18,500 for nine months working 25 hours a week during the school year (from September to May).

Under the direction of a teacher, language assistants choose activities to undertake around language learning on a daily basis to motivate English or French second-language students or French-as-first-language students in regions where Francophones are in a minority context.

Tasks of a language assistant may include:

- giving students opportunities to interact with a native speaker using their second language in daily life and understanding its culture;
- preparing and executing activities that focus on language (aural comprehension and oral expression) and culture;
- leading small groups of two to 10 students;
- broadening students' knowledge of Canada and encouraging a passion for second-language learning by using real-life situations;
- sharing their culture and drawing from their personal experiences through art, music, stories, local expressions, and humour;
- encouraging students to appreciate and explore the language assistant's culture and their own in a respectful and creative way through language;
- participating in evening and weekend cultural activities;
- meeting with school staff upon request.

Over 350 language assistant positions were available in schools across Canada in 2018.

To help each participant succeed in their role as a language assistant, CMEC, the provinces, and territories provide:

- a mandatory Pan-Canadian training session in Quebec City at the end of August or beginning of September;

- provincial and local training sessions where they can exchange ideas and best activities, share successes, and discuss with fellow language assistants from their host province/territory how to overcome challenges;
- a printed activity manual (2004 edition) per language stream (*Discovering English, Le français à découvrir* and *Semer, cultiver et récolter*) to help plan and organize activities that focus on language learning as well as cultural understanding and appreciation among students;
- an activity portal with useful activities and links via the Odyssey Web site ([www.monodysee.ca](http://www.monodysee.ca)) (language assistants submit activities on the portal according to a predefined template that is reviewed internally); and
- useful links to other resources, activities, and relevant information on the Odyssey Web site.

For more information regarding Odyssey, please visit:  
<https://www.myodyssey.ca/en/>

### **Evolution of tools for language assistants**

In 1996, two activity manuals were developed to help language assistants in preparing and executing activities of English as a second language and French as a second language that would allow students to develop a passion for language learning.

In 2003, the CMEC Secretariat decided to review and update its two activity manuals to include new activities. It also determined that a third manual needed to be developed for French-first-language language assistants. The second edition of *Discovering English* and *Le français à découvrir* and the first edition of *Semer, cultiver et récolter* were published in 2004.

Given that it had been a few years since the activity manuals had been last printed, in 2013 the CMEC Secretariat consulted with Odyssey Coordinators Subcommittee members on whether to replenish its inventory with the current edition or to produce a new edition of the books. After discussing different alternatives to the activity manuals, they decided to order a new printing.

In 2014, the activity portal on Odyssey's Web site was launched, and the CMEC Secretariat collected feedback from language assistants on the system's functionalities.

In 2015, the Odyssey Coordinators Subcommittee members agreed to share the new login credentials with language assistants to help increase the number of activities in the Activity Web Portal. Language assistants were encouraged to submit activities using a CMEC predefined template.

Also in 2015, the CMEC Secretariat collaborated with the *Association canadienne d'éducation de langue française* (ACELF) to develop a booklet explaining the role of language assistants for French-as-first-language teaching. The document *Comprendre la construction identitaire 11: Le rôle des monitrices et des moniteurs de langues de français langue première* can be viewed at: <https://www.acef.ca/media/outils-pedagogiques/Ressources-CCI-Numero11-Moniteurs-web.pdf>.

During the summer of 2016, provincial and territorial coordinators reviewed activities in the activity portal from their jurisdictions. They found that some were very similar, which rendered some content of the portal redundant. Member suggestions were implemented to improve the content.

In 2017, three consultants completed a comprehensive review of all the activities contained in Odyssey's Activity Web Portal to eliminate duplication and nonrelevant content, as well as to review the activities to ensure quality and coherence based on a list of guidelines. A new functionality was added to the portal to collect feedback and input on activities from language assistants.

In 2018, based on stakeholder input and feedback, the CMEC Secretariat hired subject-matter experts to do a macro scan of the activity manuals' three 2004 editions to determine whether the content was still current and in the most logical, useful, and practical format.

The findings and recommendations of these experts provide the basis for the preparation of this RFP.

### 3.3 **Project Benefits and Rationale**

The recent macro scan results and the qualitative data collected through language assistant surveys over the last five years provides insight into the current Odyssey activity manuals. The information gathered by the CMEC Secretariat will inform the redevelopment of the tools provided to support language assistants in their role.

The recommendations provided by the Proponent will help the CMEC Secretariat to determine editorial and production services that are required



to deliver the most current content in the most useful, easy-to-use, and practical format.

This Project will deliver benefits for:

#### **Odyssey language assistants**

- Efficiency savings and productivity gains
- Improved navigation, accessibility, and practicality
- Increased interactivity

#### **The CMEC Secretariat**

- Improved usage
- Cost reductions and long-term cost savings
- Product sustainability

#### **Schools / host teachers**

- Support for language-learning lessons in the classroom.

### **PART 4. PROPONENT RESPONSIBILITIES**

#### **4.1 Project Scope**

The Project will build on existing work to create cost-effective, easy-to-use, easy-to-update, practical, and interactive tools that will allow Odyssey language assistants to:

- save time;
- be efficient and effective in their mandate as language assistants;
- adapt an activity for their group's needs and levels (primary, secondary, postsecondary);
- focus their activities on students' oral expression and aural comprehension; and
- offer cultural content that supports intercultural understanding and appreciation.

Based on the subject-matter experts' initial findings and input, the following themes should be reflected, regardless of the tools chosen, to adequately support the orientation of language assistants:

- Role of the language assistant
- Second-language learning
- Oral communication and aural comprehension
- Differentiated instruction strategies and examples or applications

- Inspiring intercultural understanding and appreciation
- Creating favourable, inclusive, and authentic learning contexts
- Working as a team with teachers.

The following should also be reviewed and updated:

- List of useful resources
- Frequently asked questions.

The selected Proponent may have other ideas and recommendations to enhance the tool content to better serve the needs and interests of Odyssey language assistants.

The Project should consider a number of factors, including:

- aligning strategy and learning outcomes with subject-matter experts' recommendations (macro scan);
- aligning instruction with language assistant role and responsibilities and learning outcomes;
- pan-Canadian pedagogical best practices for French as a second language, English as a second language, and minority language education;
- best use of technology and multimedia to support and offer second-language-learning opportunities;
- inclusion, diversity, and equity practices;
- increasing the value and usefulness of the activity manuals, and enhancing language learning by using practical and real-world activities;
- encouraging collaboration between language assistants and teachers.

Regarding any digital product, the Project should also consider:

- easy-to-use and intuitive searches (for example, filters);
- interactivities like hyperlinks, bookmarks, page transition options, etc.
- cross-platform compatibility and responsive design to seamlessly adjust to fit desktops, laptops, tablets, and smart phones;
- formats suitable for generating hard copies, if necessary;
- future-proof approaches to allow publication compatibility with future devices, Internet browsers, and operating systems;
- full content control that's independent from the Proponent so that CMEC Secretariat staff and stakeholders can easily update content and add new activities, various resources, and simple features like search filters;
- tracking options to allow for page tracking, attempts, errors, etc.

- practical formats that will remain viable for a minimum of five years.

The Project will be determined successful if the language assistants can easily navigate the digital tool, use the updated content with ease, share activities, and access interactive component(s).

## 4.2 Tasks/Deliverables

### TASKS

The Project consists of the following tasks and deliverables to be completed by **August 9, 2019**.

- a) Coordinating and monitoring the overall editorial cycle and advise/consult on changes;
- b) Participate in teleconferences with CMEC Secretariat staff, the Odyssey Coordinators Subcommittee, and subject-matter experts, as needed.
- c) Substantive editing: Rewriting, reorganizing, or shortening the text as needed to improve its logical structure, ensure quality of language, and make communication more effective, taking into account the target readership and other material provided by CMEC. For example:
  - macro scan for each language stream conducted by different subject-matter experts hired by the CMEC Secretariat;
  - qualitative and quantitative data collected from language assistants between 2013 and 2018, using a on-line questionnaire;
  - a SOAR analysis of the project environment;
  - informal survey conducted among a small sample of this year's language assistants.

Editing also includes enhancing existing content to:

- reflect the needs and realities of today's youth;
- promote and recognize diversity and inclusion;
- encourage the use of technology.

- d) Copyediting: Ensuring consistency of writing style and overall tone, smooth flow of text, and correct syntax, vocabulary, spelling, grammar, and punctuation;
- e) Proofreading: Reviewing the final layout version for spelling, page references, page proofing, page breaks, accuracy of fonts (running heads, folios, etc.), checking resource links, table of contents, and cross-references if necessary after e-publishing process.
- f) Layout and desktop publishing for e-publishing: Providing design concepts and layouts as well as production plans for digital product(s);
- g) Carry out any last-minute revisions made by the project authority; provide periodic reports during the Project to allow the CMEC Secretariat to follow the implementation plan and progress, and be informed when issues arise.

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

### **5.1 Project Officer**

The Project Officer and the point of contact for the RFP (and the Services) will be Andrée Myette. The Services will be managed by the Odyssey Coordinators Subcommittee. The logistics will be coordinated by the Project Officer.

### **5.2 Staffing Expectations**

- 5.2.1 CCMEC and the Proponent shall each dedicate personnel to the Services.
- 5.2.2 Any personnel changes by the Proponent must be approved by Odyssey Coordinators Subcommittee.
- 5.2.3 CCMEC reserves the right to reject personnel changes that it believes, acting reasonably, will jeopardize the timely completion or the quality of the Services and/or affect the reputation and/or goodwill of CCMEC, CMEC, and/or its Members.

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

### **6.1 Evaluation Committee**

- 6.1.1 An Evaluation Committee ("EC") selected by CCMEC will be responsible for evaluating 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 EC may consist of members of the Odyssey Coordinators Subcommittee, as well as 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 EC will review and may select a Proposal on behalf of CCMEC. The EC will evaluate Proposals based on the following criteria:

- (a) compliance with the requirements as set out in section 2.1;
- (b) assessment of Experience as set out in section 2.3;
- (c) the Price Proposal as set out in section 2.5;
- (d) compliance with Proposal format and outline as set out in section 2.4 and in APPENDIX A; and
- (e) previous work that the Proponent has done.

- 6.2.2 At the time of evaluation, the EC will attribute scores to the criteria set out in subsection 6.2.1 above to rank Proposals and to select a successful Proposal, if any.

- 6.2.3 The EC's selection of a Proposal 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 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 this RFP document, from the same or different Proponents or from invited Proponents.

7.1.2 CCMEC is not required to select the Proponent with the lowest Price Proposal.

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

Neither CCMEC, CMEC, 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.

## **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 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 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 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 4.2, 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**

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.

**7.9 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.



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

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

This section describes the format in which the Proponent should 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 should:

- (a) be prepared in 12-point Calibri font or 12-point Times New Roman;
- (b) include a table of contents that lists all appendices to the Proposal, since appendices are part of the Proposal;
- (c) have numbered pages; and
- (d) provide information in accordance with the instructions in section A.2 below.

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

The Proposal should follow this outline:

#### **(a) Cover Page and Table of Contents**

The cover page should provide:

- i. Name, address, telephone number, and e-mail of Proponent
- ii. RFP Title
- iii. Name of principal contact(s).

#### **(b) Section 1 — Executive Summary**

The Executive Summary should provide a brief description of the Project, including:

- (i) scope of work and goals;
- (ii) the 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 should set out information necessary to satisfy the Proposal requirements contained in subsection 2.1.2, subparagraphs (c) through (g). In addition, this section should address whether the Proponent intends at any time during the term of an Agreement arising out of this RFP to use another entity to manage the services to be provided pursuant to such an Agreement.

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

This section should include:

- (i) evidence outlining the Proponent's expertise in managing and conducting projects comparable to that required in this Project, including:
  - experience in pan-Canadian projects or projects that are cross-provincial and/or cross-regional in scope;
  - familiarity with current Canadian educational trends and second-language pedagogical best practices;
  - familiarity with minority language education in Canada;
  - experience working with subject-matter experts (i.e., second-language learning, differentiation, diversity/inclusion, use of technology);
  - experience in developing digital interactive publications and practical learning tools (activities);
  - quality control and assurance, substantive editing, copy editing, and proofreading; and
  - description of up to two (2) comparable or relevant projects and/or services and up to two (2) samples of previous related work as per item 2.3.
- (ii) evidence outlining the Proponent's project-management expertise, including:
  - setting and adhering to a work schedule;
  - assuming direct responsibility for the activities of all project participants, tasks, and deliverables; and
  - experience in risk management in the context of publishing.
- (iii) evidence outlining the Proponent's ability to access, review, edit, produce, and deliver material in both French and English. At its

sole discretion, CCMEC may request that Proponents provide documentary evidence of such ability.

- (iv) a curriculum vitae (not included in the page count).

(e) **Section 4 — Qualifications of Enlisted Personnel** (maximum length: 8 pages)

- (i) The Proponent should provide detailed descriptions of the knowledge, skills, and expertise of the personnel nominated for the Project.
- (ii) The Proponent should describe the roles and responsibilities of the Proponent and any of their 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 should 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 should complete one table, as set out below, for each member of their proposed team. Please note that team members' merits will be assessed collectively. Tables should 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	English, French

	<b>Response Parameters</b>
Secondary language	English, French
Ability in secondary language	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: 5 pages)

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

- (i) details setting out the anticipated steps required to achieve the deliverables and the specific elements of the Project, including an indication of who will perform which elements and when these will be completed;
- (ii) an 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: 2 pages)

Proposals should describe any added value and/or competitive advantage brought by the Proponent and should 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 their Proposal should be set out in this section.

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

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

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

In conformity with subsection 2.1.2, subparagraph (h), the Proponent should 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 2.1.2, subparagraph (i), the Proponent should append as APPENDIX B to the Proposal three (3) references.

(k) **APPENDIX C — Work Samples**

In conformity with section 2.3, subparagraph (b), the Proponent should append as APPENDIX D to the Proposal up to two (2) samples of related work.

(l) **APPENDIX D — 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 that 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 Editorial Services for Odyssey Language Assistant Training Tools and Resources**

**Tax Compliance Declaration**

The Proponent hereby certifies that, at the time of submitting their 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 \_\_\_\_\_, 2019.

Proponent: \_\_\_\_\_

Per: \_\_\_\_\_  
(Authorized signing officer)

Print name: \_\_\_\_\_

## APPENDIX C — FORM OF AGREEMENT

<b>Corporation</b> of the Council of Ministers of Education, Canada	<b>Corporation</b> du Conseil des ministres de l'Éducation, Canada
--	---

[DATE]

[NAME OF FIRM]

[ADDRESS]

[CITY], [PROVINCE/TERRITORY]

[POSTAL CODE]

Attention: [NAME, TITLE]

Dear Sir/Madam,

This will confirm that the Corporation of the Council of Ministers of Education, Canada (the "Corporation"), wishes to engage [FULL LEGAL NAME OF FIRM] (the "Firm") to provide the services described below (the "Services") on the terms and conditions set out below (the "Agreement").

### ARTICLE 1 – SCOPE OF SERVICES

The Services to be provided are outlined in Appendix [NUMBER], which forms an integral part of this Agreement.

The provision of the Services must be completed no later than [DATE] (the "Completion Date"), unless a change is mutually agreed to, and this Agreement amended, by both parties in writing and in accordance with Article 18 of this Agreement.

[NAME] will be the Secretariat officer responsible for this contract, and all work assignments and scheduling will be handled through [HER/HIS] office. With respect to the performance of the Services, the Firm agrees that it will report its progress to and obtain directions from [NAME], as needed.

### ARTICLE 2 – PRICE AND PAYMENT

The Corporation has agreed to a fee of \$[DOLLAR AMOUNT] for the provision of the Services, with payment pro-rated if this Agreement is terminated at any time prior to the Completion Date.

Should the Firm expect the approximate timing and/or costs to be exceeded, it will notify the Corporation promptly in writing with an estimate of the excess timing and/or costs for each exceeded Activity, all of which shall be subject to the approval of the Corporation.

The firm will receive an initial payment of \$[DOLLAR VALUE] upon signature of this contract and the Corporation's receipt of an invoice. The Firm will receive a final payment upon performance of the Services to the satisfaction of the Corporation and upon the Corporation's receipt of an invoice.

The HST is not included in the contract price. The Firm's HST registration number must appear on each invoice, and the HST amount must be shown as a separate item. If the Firm is not required to have a HST number, or if the HST is not applicable to a particular invoice, the Firm must indicate this on the invoice. If the Firm is exempt from HST, it must indicate the appropriate exemption number on the invoice.

### **ARTICLE 3 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Firm acknowledges and agrees that the Firm is an independent contractor. The Firm, its employees, and/or any individuals carrying on business for the Firm are not employees, agents, partners, joint venturers, or dependent contractors of the Corporation. The Firm acknowledges and agrees that neither it, its employees, nor any individuals carrying on business for the Firm are to be treated as, or deemed to be, an employee of the Corporation for any purposes, including, but not limited to, the *Ontario Employment Standards Act, 2000*, the *Workplace Safety and Insurance Act, 1997*, the *Canada Labour Code*, and/or any of the regulations made pursuant thereto, or otherwise at law or in equity.

### **ARTICLE 4 – TAXES AND OTHER STATUTORY DEDUCTIONS**

The Corporation will not make deductions or withholdings or pay on behalf of the Firm income taxes, including federal or provincial taxes, Canada Pension Plan premiums, Employment Insurance premiums, Workplace Safety and Insurance premiums, or any other similar deductions, withholdings, remittances, or payments. The Firm will be solely responsible for payment of all income and other taxes, assessments, or remittances (including but not limited to taxes, assessments, or remittances for Employer Health Tax, Employment Insurance, Canada Pension Plan, and/or workers' compensation coverage) payable in respect of its employees, including [NAME OR NAMES], and/or payable in connection with the fees and other amounts paid pursuant to this Agreement.

The Firm agrees to save harmless and indemnify the Corporation from and against all claims, charges, taxes, or penalties and demands that may be made by the Canada Revenue Agency or any other person, agency, authority, or entity against the Corporation with respect to withholding or payment of said taxes, assessments, or other remittances.



#### **ARTICLE 5 – EXPENSES**

Travel, accommodation, and meal expenses, if any, associated with the provision of the Services will be covered separately, according to the CMEC Secretariat expense guidelines in effect at the time of travel. All expenses must be pre-authorized in writing by [NAME].

#### **ARTICLE 6 – MATERIAL, SUPPLIES, EQUIPMENT, AND TOOLS**

The Firm will supply, at its own expense, all materials, supplies, equipment, and tools required to provide the Services in accordance with this Agreement.

#### **ARTICLE 7 – SUBCONTRACTING**

The Firm has agreed to designate [NAME OR NAMES] to perform the Services. The Firm will not subcontract the performance of the Services to any other person or entity (including any affiliate of the Firm) without the prior written consent of the Corporation. The use of any subcontractor by the Firm will not relieve the Firm of any obligations under this Agreement, and the Firm shall be liable for the acts or omissions of its subcontractors in the same manner as if they were the acts or omissions of the Firm.

#### **ARTICLE 8 – ASSIGNMENT**

The Corporation may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Firm. The Firm may not assign any of its rights or duties under this Agreement without the prior written consent of the Corporation.

#### **ARTICLE 9 – INSURANCE**

The Firm will furnish the Corporation with current certificates of coverage for the Firm and proof of payment by the Firm for such insurance as the Corporation may reasonably require from time to time. The Firm will maintain all such insurance coverage and will furnish the Corporation with certificates of renewal coverage and proofs of premium payments.

#### **ARTICLE 10 – CONFIDENTIALITY**

The Firm must use domestic data storage for personal information or for any information that could be used to identify a specific individual. Foreign transfer and storage of, or access to, personal information or any information that could identify a specific individual is prohibited. All collection, storage, and dissemination of information that includes or is derived from personal information must conform to all applicable provincial, territorial, and federal privacy legislation.

It is understood that **Confidential Information** (defined below) acquired by the Firm and all of

its directors, officers, employees, and agents, including but without limitation [NAME OR NAMES], while providing the Services, or following the completion of the Services or the termination of this Agreement but acquired pursuant to this Agreement, will be treated as confidential and that neither the Firm nor any of the aforementioned parties will use for their own benefit or the benefit of any third party the **Confidential Information**.

Immediately upon the termination of this Agreement for any reason, the Firm must deliver to the Corporation all Corporation property that is in the possession, charge, control, or custody of the Firm, including without limitation all works, inventions, and records of **Confidential Information**, and copies made thereof, including any and all documents, manuals, lists, data, records, computer programs, codes, materials, prototypes, scripts, proposals, products, samples, analyses, reports, equipment, tools, and devices relating or pertaining to the Corporation's business, whether provided to the Firm by the Corporation or created by the Firm for the Corporation, including any copies, representations, or reproductions of the same.

For the purpose of this Agreement, "**Confidential Information**" is defined as any information (except information that is or lawfully becomes public knowledge) concerning the business or operation of the Corporation, and in particular but without limitations, letters of intent, agreements, contracts, distribution lists, business plans or finance documents, marketing plans or strategies, product or technical information, personnel information, inventions, ideas, concepts, designs, improvements, or other developments, or customer, client, or supplier lists, and any other documents, procedures, policies, programs, reports, or information received, developed, prepared, or coordinated by the Firm, whether alone or together with others and whether in hard copy, electronic, or verbal form, in the course of the Firm's engagement with the Corporation.

#### **ARTICLE 11 – TERM**

The Agreement is effective as of [DATE] and shall continue in effect until the completion of the Services on [DATE], unless terminated earlier in accordance with this Agreement.

#### **ARTICLE 12 – TERMINATION ON NOTICE**

Notwithstanding the fixed term of the contract, the Firm or the Corporation may terminate the contract at any time prior to the expiry of the Term, by giving to the other [NUMBER – USUALLY 30] days' written notice of termination. In the event of termination, the Firm will be paid for the work performed to the date of termination (on a pro rata basis for partially completed work for a given Activity), together with the amount, if any, of approved expenses properly incurred. No other amounts shall be payable by the Corporation hereunder.

During the notice period, the Firm and the Corporation will continue to act toward each other in good faith.

### **ARTICLE 13 – INTELLECTUAL PROPERTY AND OWNERSHIP OF WORKS AND INVENTIONS**

The **Works** (defined below) produced will be the exclusive property of the Corporation. The Corporation (and its successors and assigns) will own (a) all copyright in the Works worldwide, including the right to reproduce, republish, and reprint, in whole or in part, the Works in any format or medium, and the right to grant permission for others to do so, and (b) an existing and past right of action for infringement of the copyright in the Works. By signing below, the Firm represents and warrants that, either at the request of the Corporation or before the Completion Date, it will obtain from all authors of the Works, including without limitation [Full legal name of firm], a written waiver of any and all of their moral rights therein for the benefit of the Corporation. The Firm represents and warrants that it has not otherwise assigned, mortgaged, sold, licensed, transferred, or encumbered the copyright in the Works, and that it is not under any other obligation to do so. The Firm further represents and warrants that the Works are not subject to any copyright except its own, which is granted to the Corporation, and that the Works have not otherwise been submitted for publication in any format or medium.

For the purpose of this Agreement, “**Works**” includes but is not limited to all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know-how, trade secrets, and other intellectual property, including all expressions of such intellectual property in tangible form, that are used in or related to the Corporation’s business and which the Firm (including [NAME OR NAMES] and/or any of its employees or subcontractors) receives, makes, or develops for the Corporation or its subsidiaries or affiliates during the Contractor’s engagement with the Corporation.

### **ARTICLE 14 – TERMINATION FOR CAUSE OR FRUSTRATION**

The Corporation may terminate this Agreement immediately in the event the Firm is no longer able to provide [NAME OR NAMES] to perform the Services or in the event that the Firm fails to meet the standards of the Corporation in terms of quality of work or timeliness, after the Firm has been given written notice of the deficiencies and has failed to remedy such deficiencies within a 14-day period to the satisfaction of the Corporation.

Subject to the requirements, prohibitions, and limitations of the *Ontario Human Rights Code*, and any other relevant governing and/or successor legislation, the Agreement shall be deemed to have been frustrated and therefore to be terminated if [NAME OR NAMES] dies or becomes permanently incapacitated by an accident or mental or physical illness that precludes the Firm from performing its responsibilities as set out herein for a period of four consecutive weeks.

In the event of the termination of this Agreement for Cause or for Frustration, the Firm will be paid for the work performed to the date of termination (on a pro rata basis for partially completed work for a given Activity), in accordance with Appendix I, together with the amount, if any, of approved expenses properly incurred.

#### **ARTICLE 15 – INDEMNITY**

Without limiting any other clause of this Agreement, the Firm shall indemnify the Corporation and hold the Corporation harmless against any claim, demand, action, cause of action, or other demand, by any third party, including the Firm's employees, servants, and agents, for any alleged loss, liability, damage, or expense arising or in any way related or otherwise connected to the Firm's performance of the Services.

#### **ARTICLE 16 – NO AUTHORITY TO BIND THE CORPORATION**

The Firm has no authority to enter into contracts or agreements on behalf of the Corporation. The Firm explicitly acknowledges and agrees that any and all contracts and agreements must be executed by designated representatives of the Corporation, unless otherwise explicitly agreed to in writing.

#### **ARTICLE 17 – NON-WAIVER**

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

#### **ARTICLE 18 – ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement, including the Appendices hereto, is the entire Agreement between the parties and it may not be changed or modified orally. This Agreement may be supplanted, amended, modified, or revised only in writing.

#### **ARTICLE 19 – NOTICES**

Where the Corporation or the Firm is required to give notice to the other under this Agreement, such notice shall be in writing, and shall be delivered to the other party by fax, e-mail, registered mail, or internal courier (such as FedEx, Purolator, or UPS).

#### **ARTICLE 20 – SEVERABILITY**

If any clause or paragraph, or any part thereof, of this Agreement is held to be unenforceable, that clause or paragraph, or any part thereof, shall be severed from the Agreement and the remaining clauses or paragraphs, or any part thereof, shall remain in full force and effect.

#### **ARTICLE 21 – LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada in force therein.

**ARTICLE 22 – FORUM**

Any legal action or proceeding commenced by either party arising out of this Agreement will be brought in a court of competent jurisdiction in the Province of Ontario provided that the Corporation may move to enforce the Firm’s obligations under Article 10 (Confidentiality) and Article 13 (Intellectual Property and Ownership of Works and Inventions) in any jurisdiction in which a breach is alleged to have occurred. Each party shall submit to and accept the exclusive jurisdiction of such court for the purpose of such suit, legal action, or proceeding.

**ARTICLE 23 – SUPPLIER CODE OF CONDUCT**

The Firm acknowledges that it has read the Supplier Code of Conduct (the “Code”), included in this Agreement as Appendix [NUMBER]. The Firm agrees to comply with the Code and acknowledges that a breach of the Code shall constitute a breach of this Agreement, entitling the Corporation to terminate this Agreement on notice to the Firm.

**ARTICLE 24 – INDEPENDENT LEGAL ADVICE**

THE FIRM ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, IT HAS HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE, AND FURTHER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

The Firm’s authorized signature at the bottom of this letter will indicate the Firm’s acceptance of these terms and conditions. Please arrange to have both copies of this letter executed, and return one to the CMEC Secretariat. The second copy may be retained for the Firm’s files.

Yours sincerely,

CORPORATION OF THE COUNCIL OF MINISTERS OF EDUCATION, CANADA

Anne Ng Ming Hing                      OR              Amanda Hodgkinson  
Assistant Treasurer                      Authorized Signing Officer

[FULL LEGAL NAME OF FIRM] does hereby agree to be engaged by the Corporation upon and subject to the terms and conditions set forth above.

[FULL LEGAL NAME OF FIRM]

Per:

\_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
Date

## **Supplier Code of Conduct**

This Supplier Code of Conduct (“Code”) sets out certain principles that are to be followed by organizations, firms, and individuals (“Suppliers”) who supply goods and services to the Corporation of the Council of Ministers of Education, Canada (“Corporation”), the legal arm of the Council of Ministers of Education, Canada (“Council”). Failure to comply with this Code may result in termination of a Supplier’s relationship with the Corporation.

### **Compliance with laws**

Suppliers must comply with applicable laws and regulations—both when they supply goods and services to the Corporation, and also in respect of their other activities.

### **Conflicts of interest and unfair advantage**

Suppliers must not try to gain improper advantage or preferential treatment in their dealings with the Council or the Corporation. For example, any gifts or entertainment must not, by their quality, quantity or timing, be used by Suppliers to gain improper advantage.

Suppliers must promptly disclose conflicts of interest to the Corporation, and cooperate with the Corporation in resolving or mitigating the conflict of interest.

### **Privacy and information security**

Suppliers must have appropriate security policies and procedures in place to safeguard information related to, or created as part of their work with, the Corporation and the Council. The safeguards must be designed to prevent the loss, theft or unauthorized access, use or disclosure of any such information, regardless of its format (collectively, “Security Incidents”). Suppliers must promptly notify the Corporation of actual or suspected Security Incidents, and cooperate with the Corporation in investigating and resolving them.

Suppliers must ensure that all personal information that is held by Suppliers on behalf of the Corporation or the Council is retained in and only accessed from locations in Canada.

### **Respect and diversity**

Suppliers must maintain workplaces characterized by professionalism and respect for the dignity of other individuals.

Suppliers must respect the diversity of their employees, clients and others with whom they interact, including respect for differences such as gender, race, colour, ethnic origin, religion, disability, age, sexual orientation or gender expression. Suppliers must not tolerate harassment, discrimination, violence, retaliation and other disrespectful and inappropriate behaviour.

**Social media and mass communications**

Suppliers must ensure that they (and their personnel) use good judgment concerning what they communicate via social media and other mass communications. By virtue of a Supplier's relationship with the Council, such communications may adversely reflect on the Council.

**Environment**

Suppliers must conduct their affairs with a view to environmental stewardship.

**APPENDIX D — PROPOSAL EVALUATION FORM**

Editorial Services for Odyssey Language Assistant Training Tools and Resources

Proposal format and outline sections	Description	Score
1 and 2	Executive summary, introduction, and background	/5
	<ul style="list-style-type: none"> <li>a. scope of the Project and goals</li> <li>b. the Project’s value to policy and/or practice</li> <li>c. proposed methodologies</li> <li>d. the names and qualifications of the Proponent and enlisted personnel</li> <li>e. the deliverables</li> <li>f. the total budget</li> </ul>	
3	Proponent’s experience	/35
	<p>Evidence outlining the Proponent’s expertise in managing and conducting projects comparable to that required in this Project, including:</p> <ul style="list-style-type: none"> <li>a. experience in pan-Canadian projects or those that are cross-provincial and/or cross-regional in scope;</li> <li>b. familiarity with current Canadian educational trends and second-language pedagogical best practices;</li> <li>c. familiarity with minority-language education in Canada;</li> <li>d. experience working with subject-matter experts (i.e., second-language learning, differentiation, diversity/inclusion, use of technology);</li> <li>e. experience in developing digital interactive publications and practical learning tools (activities);</li> <li>f. quality control and assurance, substantive editing, copy editing, and proof-reading; and</li> <li>g. description of up to two (2) comparable or relevant projects and/or services and up to two (2) samples of previous related work as per item 2.3.</li> </ul>	/10
	<p>Evidence outlining the Proponent’s project-management expertise, including:</p> <ul style="list-style-type: none"> <li>a. setting and adhering to a work schedule;</li> <li>b. assuming direct responsibility for the activities of all project participants, tasks, and deliverables;</li> <li>c. experience in risk management in the context of publishing.</li> </ul>	/10
	Evidence outlining the Proponent’s ability to access, review, edit, produce, and deliver material in both French and English. At its sole discretion, CCMEC may request that Proponents provide documentary evidence of such ability.	/10
	A curriculum vitae	/5
4	Bilingual qualifications of enlisted personnel	/10
5	Implementation plan	/35
	Details setting out the anticipated steps required to achieve the deliverables and the specific elements of the Project, including an indication of who will perform which elements and when these will be completed.	/15
	Outline of any perceived challenges and/or risks inherent in the proposed methodology and/or knowledge-mobilization strategies	/10
	Expected timing of deliverables and regularly scheduled meetings to review progress.	/10
6	Additional value-added services	/5
7	Price, including a breakdown of the fees, costs, services, expenses, and taxes	/10
	Mandatory Proposal Requirements met	Y/N



APPENDIX A	Tax Compliance Declaration	Y/N
APPENDIX B	References	Y/N
APPENDIX C	Work Samples	Y/N
APPENDIX D	Explanation of Conflict of Interest (if necessary)	Y/N
	<b>Total Points</b>	<b>/100</b>