

The Corporation of the Council of Ministers of Education, Canada

Request for Proposals (Invitational)

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

Issue date: **January 31, 2018**
Closing date: **February 22, 2018**
Closing time: **4:30:59 p.m. EST**

All proposals must be clearly marked with
“**Monitoring the implementation of the
Lisbon Recognition Convention in Canada**”
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

Monitoring the implementation of the Lisbon Recognition Convention in Canada

RFP (Invitational)

Issued: January 31, 2018

Proposal submission Deadline: February 22, 2018 at 4:30:59 p.m. EST

TABLE OF CONTENTS

PART 1.	INTRODUCTION.....	1
1.1	Invitation to Proponents and Background.....	1
1.2	Type of Agreement	1
1.3	Timetable	1
1.4	Proponents' Questions and Other Communications.....	2
1.5	Submission of Proposals	2
1.6	Amendments to, or Withdrawals of, Proposals.....	3
1.7	Proposal Irrevocable	3
1.8	CCMEC's Right to Amend and/or Supplement RFP Prior to Deadline	3
1.9	CCMEC's Right to Amend and/or Supplement RFP After Deadline	4
PART 2.	PROPOSAL REQUIREMENTS AND PRICING	5
2.1	Mandatory Proposal Requirements.....	5
2.2	References	5
2.3	Conflict of Interest	6
2.4	Deliverables.....	6
2.5	Proposal Format and Outline.....	6
2.6	Price Proposal	7
2.7	Costs.....	7
2.8	Confidentiality.....	8
PART 3.	PROJECT OVERVIEW	9
3.1	General information about CCMEC, CMEC, and CICIC	9
3.3	Objectives of the work to be done	15
PART 4.	REQUIREMENTS FOR THE WORK TO BE DONE.....	16
4.1	General information	16
4.2	Tasks.....	16
4.3	Scope of the work	18
PART 5.	GOVERNANCE AND PROCESS.....	22
5.1	Project Coordinator	22
5.2	Staffing	22
PART 6.	EVALUATION OF PROPOSALS.....	23
6.1	Evaluation Committee	23
6.2	Evaluation Process and Selection of Proposal	23
PART 7.	GENERAL LEGAL MATTERS.....	24

7.1.	General Rights of CCMEC.....	24
7.2	CCMEC Liability for Proponent’s Costs	24
7.3	Applicable Law and Attornment	24
7.4	Limitation of Liability	25
7.5	Ownership of Proposals	25
7.6	Intellectual Property	25
7.7	Goods and Services Tax/Harmonized Sales Tax.....	25
7.8	Confidential Information	26
7.9	Assignment of RFP by CCMEC.....	27
7.10	Assignment of Proposals.....	27
PART 8.	INTERPRETATION AND DEFINITIONS.....	28
8.1	Number and Gender	28
8.2	Headings.....	28
8.3	Definitions.....	28
APPENDIX A — PROPOSAL FORMAT AND OUTLINE.....		31
A.1	Proposal Format Instructions.....	31
A.2	Proposal Outline Instructions	31
APPENDIX B — TAX COMPLIANCE DECLARATION.....		36
APPENDIX C — FORM OF AGREEMENT		37
APPENDIX D — EVALUATION TEMPLATE		41

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”) to prospective Proponents to submit Proposals for **Monitoring the implementation of the Lisbon Recognition Convention in Canada.**

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

1.1.3 The Canadian Information Centre for International Credentials (“CICIC”) is a unit of 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”). The form of Agreement that will be used is attached as Appendix C. Please note that the form of Agreement may be revised and updated to respond to evolving legislative and other legal requirements.

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.

Event	Date
Issuance of RFP	January 31, 2018
Deadline for submission of Proponents’ written questions	February 14, 2018
Deadline for submission of Proponents’ proposals	February 22, 2018
Completion of evaluation of Proposals	By February 26, 2018

Notification to selected Proponent	By February 28, 2018
------------------------------------	-----------------------------

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 Coordinator, Michael Ringuette, at m.ringuette@cmec.ca, by **4:30:59 p.m. EST on February 14, 2018**. Questions will be answered in writing, in the same manner in which this RFP was issued. Questions will be answered in the language they are received. 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 two (2) copies of its Proposal to the Project Coordinator by the Deadline, as follows:

(a) **Two (2)** hard copies, 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 Coordinator:

Council of Ministers of Education, Canada (CMEC)
Attention: Michael Ringuette
95 St. Clair Avenue West, Suite 1106
Toronto, Ontario
M4V 1N6

Proponents should 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 Coordinator, at m.ringuette@cmec.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 Coordinator in the same manner as described in subsection 1.5.1, on or before 4:30:59 p.m. EST on February 22, 2018 ("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 Coordinator 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.
- 1.5.4. Proposals received after the Deadline will not be opened, and will be returned to the Proponent. Electronic files will be erased.
- 1.5.5. Proposals should be submitted either in French or English.

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 Coordinator 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 amendments and/or supplements to this RFP shall be made only by way of addenda issued by the Project Coordinator, 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, CMEC, the Project Coordinator, Members 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 Coordinator 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) include the Proponent's legal name and any other name under which it carries on business;
- (c) 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;
- (d) include the name and contact information of the person who is the Proponent's principal contact;
- (e) include a completed Tax Compliance Declaration, provided in Appendix B;
- (f) provide evidence satisfactory to CCMEC that the Proponent's financial viability, condition, and position are sufficient to complete the Project;
- (g) include three (3) references with respect to the Proponent and its key personnel;
- (h) include a Price Proposal as described in section 2.6, in Canadian dollars; and
- (i) set out full details of any known actual and/or potential Conflicts of Interest [see Appendix A, subsection A.2 (m), for further instructions].

2.2 References

- (a) 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 as to the nature of the services provided;
- (b) The name and telephone number of a contact person for each reference provided should be included;

- (c) 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
- (d) 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.

2.3 Conflict of Interest

- 2.3.1 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].
- 2.3.2 Proponents who, in the sole determination of CCMEC, are found to have a Conflict of Interest may be disqualified.

2.4 Deliverables

In addition to the mandatory Proposal requirements set out in section 2.1, the Proponent should 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.

2.5 Proposal Format and Outline

Proposals should adhere to the Proposal format and outline as described further in Appendix A. Information that exceeds the page limits outlined in Appendix A will not be read.

2.6 Price Proposal

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.

- 2.6.1 CCMEC anticipates that the successful Proponent may be required to travel, as required, to provincial/territorial jurisdictions within Canada. 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 Coordinator. The Proponent will bear the travel costs associated with the additional representative(s).
- 2.6.2 Costs pertaining to translation and/or interpretation (where applicable) should not be included in the budget.
- 2.6.3 Proponents must submit their Price Proposals in Canadian dollars.
- 2.6.4 When preparing their Price Proposals, Proponents should bear in mind that CCMEC is a not-for-profit organization with a limited budget.
- 2.6.5 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.

2.7 Costs

- 2.7.1 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.
- 2.7.2 For greater certainty, the Proponent will be responsible for all of its own out-of-pocket expenses, which it may incur in connection with the RFP and its Proposal.

2.8 Confidentiality

- 2.8.1 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.
- 2.8.2 Proponents must use domestic data storage for personal information and for any information that could be used to identify a specific individual. Foreign transfer, storage, or access to personal information or to any information that could identify a specific individual is prohibited.
- 2.8.3 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 CCMEC, CMEC, and CICIC

3.1.1 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.

3.1.2 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.

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

The Canadian Information Centre for International Credentials (CICIC) is a unit of CMEC. CICIC provides information and referral services to individuals and organizations on the recognition of academic and occupational credentials for working and studying in Canada and abroad.

CICIC is the main Canadian forum for a growing pan-Canadian and international network of people and organizations concerned with academic and professional qualifications. As an active participant in pan-Canadian and international meetings, CICIC contributes to policy dialogue, reports on progress in mobility, recognition, and quality assurance issues, and fosters understanding of policies about the portability of credentials.

Globalization trends make the portability of academic and occupational

credentials increasingly important. Through CICIC's networks, it advocates measures that lead to greater consistency and portability of academic credential assessments in Canada, more efficient resource sharing, better understanding of terminology, and greater awareness of the need to reduce barriers to students and workers moving into, across or outside Canada.

CICIC was established after Canada ratified the UNESCO Convention on the Recognition of Studies, Diplomas and Degrees concerning Higher Education in the States belonging to the Europe Region, in 1990, to assist Canada in carrying out its obligations under the terms of this convention. The convention promotes international mobility by advocating wider recognition of higher education and professional qualifications.

3.2 Project background

3.2.1 UNESCO Regional Conventions and Overarching Recommendation on the Recognition of Qualifications in Higher Education

In the 1970s and 1980s, UNESCO adopted six legal instruments that set forth the principles and norms governing the recognition of higher-education qualifications at the regional level. This was followed by a recommendation at the inter-regional level in 1993.

Since then, a second generation of revised conventions have been developed at the regional level. Some have come into force, others await ratification by a minimum number of Member States or are still in the drafting stages.

At the inter-regional level, UNESCO has undertaken a project to draft a new Global Convention on the Recognition of Higher Education Qualifications. A progress report¹ was recently published and included the initial draft text. Further consultations and discussions are expected to take place in 2018–19 in the lead-up to the 40th Session of the UNESCO General Conference in November 2019. Once developed, this new convention is expected to eventually replace the 1993 Recommendation on the Recognition of Studies and Qualifications in Higher Education.

These conventions constitute a unique legal framework and have been ratified by a total of 140 Member States, some of which have ratified, accessed, or approved more than one convention. The conventions are

¹ UNESCO. August 8, 2017. *Progress report on the preparation of a global convention on the recognition of higher education qualifications*. Retrieved from <http://unesdoc.unesco.org/images/0025/002530/253046e.pdf>

focused on allowing the recognition of qualifications in higher education² between “States Parties,” subject to national legislation, for academic and professional purposes. At present, the conventions refer solely to the mutual recognition by States Parties of qualifications issued by educational institutions that are part of the education system of a Member State.

3.2.2 Qualification recognition conventions in Canada

Within the context of UNESCO’s six regional divisions, Canada belongs to the Europe and North America region. Here are some of Canada’s major milestones:

- On March 6, 1990, Canada ratified the UNESCO Convention on the Recognition of Studies, Diplomas, and Degrees concerning Higher Education in the States belonging to the Europe Region 1979,³ as agreed to by all provinces and territories. This was the first-generation convention;
- On November 4, 1997, Canada became a signatory to the second generation of this convention: the Convention on the Recognition of Qualifications concerning Higher Education in the European Region 1997⁴—commonly known as the Lisbon Recognition Convention (LRC)—as agreed to by all provinces and territories;
- On October 31, 2017, the LRC was tabled⁵ in Canada’s House of Commons, along with an Explanatory Memorandum providing background information. This was one of the last steps outlined in the *Policy on Tabling of Treaties in Parliament*⁶ issued by Global Affairs Canada;

² Note that in Canada, a distinction is drawn between “academic credentials” and “professional qualifications,” as these are two different types of documents. “Academic credentials” are issued by an educational institution, while “professional qualifications” are issued by a professional regulatory authority/organization for the purpose of practising a particular occupation in the labour market. Academic credentials include both “higher-education qualifications” and “qualifications giving access to higher education” (e.g., secondary-school diploma), according to the language of existing recognition conventions.

³ UNESCO. December 1979. *Convention on the Recognition of Studies, Diplomas and Degrees concerning Higher Education in the States belonging to the Europe Region, 1979*. Retrieved from http://portal.unesco.org/en/ev.php-URL_ID=13516&URL_DO=DO_TOPIC&URL_SECTION=201.html

⁴ UNESCO and the Council of Europe. 1997. *Convention on the Recognition of Qualifications concerning Higher Education in the European Region*. Retrieved from <https://www.coe.int/en/web/conventions/full-list/-/conventions/treaty/165>

⁵ House of Commons of Canada. October 31, 2017. *Journals, No. 226*. Retrieved from <http://www.ourcommons.ca/Content/House/421/Journals/226/Journal226.PDF>

⁶ Global Affairs Canada. *Policy on Tabling of Treaties in Parliament*. Retrieved from <http://www.treaty-accord.gc.ca/procedures.aspx?lang=eng>

- In early 2018, Canada will deposit the instrument of ratification along with its Declaration to the Council of Europe and UNESCO, in accordance with Article XI.9 of the LRC;
- The LRC will then enter into force in Canada and thereby supersedes the 1979 convention.

The purpose of the LRC is to facilitate the mobility of individuals through the recognition of academic credentials issued in and outside Canada, and to improve access by other countries to information about the education systems in Canada. The LRC does not differ significantly in substance and objectives when compared with the text of the 1979 convention. However, it specifies more concretely and in greater detail the responsibilities of ratifying states with respect to the principles and mechanisms for the recognition of academic credentials and the collection and dissemination of information on education systems.

3.2.3 Governance of the LRC

The joint Secretariat of the LRC comprises:

- UNESCO; and
- the Council of Europe.

In 1999, the Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region (better known as the Lisbon Recognition Convention Committee or LRCC) was created. In close collaboration with the joint Secretariat, LRCC is responsible for:

- overseeing the implementation of the LRC;
- guiding competent authorities in its implementation; and
- approving additional recommendations.

LRCC is composed of members from each signatory to the LRC, the joint Secretariat, other organizations (e.g., the European Commission, President of the ENIC Network), and observers. A meeting of LRCC is usually held every three years.

LRCC is supported by the LRCC Bureau, an elected governing body that meets three times a year. The LRCC Bureau's function is to:

- support LRCC in the revision of recommendations or the development of new versions;

- ensure that the implementation of the LRC by signatory states is continually monitored; and
- act as the link between other regional and inter-regional conventions related to recognition of academic credentials and professional qualifications.

3.2.4 Monitoring process led by the LRCC Bureau

From 2014 to 2016, the LRCC Bureau led a monitoring exercise to oversee the implementation of the main provisions of the LRC by its signatories.

The objectives of this exercise were to:

- collect data on the 53 LRC signatory states that had completed the ratification process;
- publish a report formulating main findings and recommendations related to their respective implementation of the main provisions;
- request a follow-up from LRCC and signatory states to apply corrective measures.

Since Canada had not yet completed the ratification process of the LRC at the time, it was excluded from this monitoring exercise.

In February 2016, LRCC published *Monitoring the Implementation of the Lisbon Recognition Convention – Final Report*⁷ (available in English only).

3.2.5 Recently adopted recommendation related to refugees and its application in Canada

On November 14, 2017, members of LRCC adopted a new subsidiary text: the *Recommendation on the Recognition of Refugees' Qualifications under the Lisbon Recognition Convention and Explanatory Memorandum – Recommendation on the Recognition of Qualifications Held by Refugees, Displaced Persons and Persons in a Refugee-like Situation*.⁸

⁷ Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region (LRCC). February 2016. *Monitoring the Implementation of the Lisbon Recognition Convention – Final Report*. Retrieved from http://www.enic-naric.net/fileusers/Monitoring_the_Implementation_of_the_Lisbon_Recognition_Convention_2016.pdf

⁸ Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region (LRCC). November 2017. *Recommendation on the Recognition of Refugees' Qualifications under the Lisbon Recognition Convention and Explanatory Memorandum – Recommendation on the Recognition of Qualifications Held by Refugees, Displaced Persons and Persons in a Refugee-like Situation*. Retrieved from http://www.enic-naric.net/fileusers/7473_Recommendation_on_Recognition_of_Qualifications_Held_by_Refugees_Displaced_Persons_and_Persons_in_a_Refugee_like_Situation.pdf

This action was meant to address the limited scope of Section VII of the LRC by offering an alternative qualification-assessment procedure without access to verifiable documentation. In turn, ratifying states are expected to implement the measures outlined in the subsidiary text within their respective contexts.

In 2016–17, CICIC led the Assessing the Qualifications of Refugees initiative. More background information, a workshop summary, and proposed best practices and guidelines are available in the *Best Practices and Guidelines Final Report*⁹ and a new section¹⁰ of CICIC’s Assessor Portal.

3.2.6 CICIC supporting the implementation of the LRC in Canada

CICIC is Canada’s National Information Centre (also referred as an ENIC) and fulfills Canada’s obligations under the LRC.

Article II.1(2) of the LRC states:

“Where the competence to make decisions in recognition matters lies with individual higher education institutions or other entities, each Party according to its constitutional situation or structure shall transmit the text of this Convention to those institutions or entities and **shall take all possible steps to encourage the favourable consideration and application of its provisions.**”

Goal 2.4 of the CMEC Strategic Plan, 2017–21, states that CICIC:

“should support the assessment and recognition of qualifications and Canada’s obligations under the Lisbon Recognition Convention.”

To reach this goal, the CMEC Implementation Plan, 2018–19 outlines two direct actions for CICIC:

- “2.4.1 – Support procedures for the adoption and monitoring of qualification-recognition-related international legal instruments by international organizations and different orders of government in Canada.”
- “2.4.3 – Promote the adoption of best practices on the assessment and recognition of academic credentials and qualifications to organizations in

⁹ CICIC. October 2017. *Best Practices and Guidelines — Final Report*. Retrieved from https://www.cicic.ca/docs/2017/Best_Practices_and_Guidelines.pdf

¹⁰ CICIC. 2017. Alternative qualification-assessment procedure. Retrieved from <https://www.cicic.ca/1634/Explore-different-approaches/index.canada>

Canada in order to strengthen the consistency of assessments and capacity of recognition bodies.”

3.3 Objectives of the work to be done

CICIC, under the aegis of CMEC, is calling for proposals on monitoring the implementation of the Lisbon Recognition Convention (LRC) in Canada. The monitoring exercise should provide evidence of the implementation of the 10 main provisions of the LRC in Canada. Such evidence should be based on an extensive pan-Canadian literature review and consultations to collect information from the National Information Centre (i.e., CICIC), assessment and recognition bodies in Canada, as well as international stakeholders.

In turn, the outcome of this work may serve to inform CICIC and CMEC on additional measures that could be explored in the short and long terms to ensure Canada’s obligations under the LRC are respected. Such measures would be used to promote further adoption of best practices in the assessment and recognition of academic credentials and qualifications to organizations in Canada in order to strengthen the consistency of assessments and the capacity of recognition bodies. It would also provide guidance on services offered by CICIC in its role of National Information Centre under the terms of the LRC. Finally, it may also serve to inform the LRCC Bureau, given that Canada was not part of the initial monitoring exercise completed in 2016.

PART 4. REQUIREMENTS FOR THE WORK TO BE DONE

4.1 General information

CICIC, under the aegis of CMEC, requires the services of a firm or organization to monitor the implementation of the Lisbon Recognition Convention (LRC) in Canada. The successful proponent will work closely with the project coordinator and act as lead firm or organization.

The successful proponent will be an experienced firm or organization that has previously performed a type of work similar to that referred to in this Request for Proposals (RFP) and has considerable expertise, or the ability to mobilize the required expertise, in the field of academic credential assessment and recognition in French and English. Pan-Canadian experience is required. The representative of the firm or organization for this project may be required to travel in Canada's provinces and territories if necessary.

4.2 Tasks

The project ("Project") consists of the following steps and tasks. The successful proponent will be expected to:

- (a)** conduct initial research and a literature review to support evidence on the implementation of the LRC in Canada. This should include (but not be limited to):
 - a review of provincial, territorial, and federal legislation (Acts and regulations) that are related to the assessment and recognition of academic credentials.
 - examples of assessment and recognition bodies that have partially or completely applied the policies and procedures set out in the LRC;
 - publications, tools, resources, and initiatives that support implementation.

- (b)** identify experts, consultants, and stakeholders with whom the firm or organization will be working to conduct the Project. These may include (but are not limited to):
 - CICIC, as Canada's National Information Centre under the terms of the LRC;
 - assessment and recognition bodies in Canada, such as:
 - members of the Alliance of Credential Evaluation Services of Canada (ACESC);
 - professional regulatory bodies and apprenticeship authorities;

- postsecondary educational institutions;
 - government departments and agencies;

 - international stakeholders, such as:
 - governance of the ENIC-NARIC Networks;
 - members of the European Network of Information Centres (ENIC);
 - CMEC committees and working groups, such as:
 - the CICIC Committee;
 - the Alliance of Credential Evaluation Services of Canada (ACESC);
 - the Quality Assurance Framework (QAF) Steering Committee;
 - Registrars for Teacher Certification Canada (RTCC).
- (c)** develop multiple targeted questionnaires/surveys in order to collect information from identified experts, consultants, and stakeholders;
- (d)** coordinate, with the assistance of the Project coordinator, the consultation process with identified experts, consultants, and stakeholders;
- (e)** synthesize the information collected through the consultation process;
- (f)** prior to the launch of the Project, meet with the Project coordinator (and/or person so designated by the CMEC Secretariat);
- (g)** periodically attend teleconferences with the Project coordinator (and/or person designated by the CMEC Secretariat), as required, to report on progress;
- (h)** periodically submit draft work to the Project coordinator for approval (e.g., progress on the work plan, performance indicators, literature review used in the project, final report);
- (i)** submit the final version of the report to the Project coordinator;
- (j)** report on findings cited in the final report to CICIC, the CMEC Secretariat, CMEC committee(s)/working groups and/or at sectoral event(s) related to the field of assessment and recognition of academic credentials and professional qualifications (as needed). This could include attending an in-person meeting or a teleconference;

(k) as required, report on the status of finances and activities.

4.3 Scope of the work

4.3.1 The scope of the Project is as follows:

- (a) Submit a detailed work plan specifying:
 - desired outcomes;
 - activities to be implemented;
 - resources required to implement these activities;
 - timelines;
 - a budget breakdown by activity.
- (b) In collaboration with CICIC, lead the monitoring of the implementation of the LRC in Canada. The Project deliverables are:
 - a list of tools, resources, publications, and legislation review resulting from the literature review that could directly inform the current work, as well as generally assist with CICIC's mandate;
 - a list of the stakeholders that will be consulted;
 - designing multiple questionnaires/surveys that will target relevant stakeholder groups based on the specific provisions of the LRC that apply;
 - conducting a comprehensive pan-Canadian consultation and a limited consultation with international stakeholders, under CICIC's guidance. These consultations will be used to gather information from relevant stakeholder groups and synthesize findings;
 - a final report detailing findings on each of the 10 main provisions of the LRC, as well as the additional questions (see section 4.3.2 below) that should be considered. For each provision, examples of best practices should be highlighted along with key recommendations on possible areas for improvement (short- and long-term) to inform decision making by CICIC, the CMEC Secretariat, CMEC committee(s)/working groups, and/or ENIC-NARIC Networks governance;
 - the preparation and delivery of up to four presentations on the findings cited in the final report to CICIC, the CMEC Secretariat, CMEC committee(s)/working groups, and/or ENIC-NARIC Networks governance over the course of 2018–19. This will assist officials in understanding the options and recommended next steps.
- (c) In all facets of the deliverables, demonstrate an understanding and acknowledgment of the provinces' and territories' autonomy and their

respective responsibilities in education, and particularly in the implementation of LRC in Canada.

- (d) Emphasize the importance of collaboration and sharing of information within the pan-Canadian community of academic credential assessors and their respective organizations (assessment and recognition bodies), to fulfil obligations under the LRC in Canada.

4.3.2 Other questions that should be considered in the Project and its scope of work:

- (a) With the recent adoption of the 2017 Recommendation on the Recognition of Qualifications Held by Refugees, Displaced Persons and Persons in a Refugee-like Situation to provide additional guidance on Section VII of the LRC in addition to CICIC's Assessing the Qualifications of Refugees initiative, how does Canada compare with other LRC ratifying states? Where should efforts be focused to help improve the situation in the short and long terms?
- (b) With respect to UNESCO's proposed new Global Convention on the Recognition of Higher Education Qualifications, is there evidence to suggest that Canada has already implemented measures cited in the draft text? If not, where should effort be focused in the lead-up to November 2019, when UNESCO Member States are expected to be invited to sign the convention?
- (c) The Fourth Industrial Revolution appears to be changing the landscape in the field of assessment and recognition of academic credentials, especially around training-delivery methods [e.g., distance learning, massive open on-line courses (MOOCs), small private on-line courses (SPOCs)], the types of qualifications issued to students (e.g., badges), as well as the issuing of student data upon completion of the study period (e.g., digital student portfolio). How is the digitization of student academic credentials affecting the authentication policies and procedures of assessment and recognition bodies in Canada? How is this also affecting inbound and outbound student mobility in Canada? Where should efforts be focused to help improve the situation in the short term?
- (d) In 2018–19, the LRCC Bureau is expected to begin updating the LRC subsidiary text on the Diploma Supplement. Considering that Canada has

not adopted this recognition tool thus far, could the possible adoption of this tool in future create challenges? Considering current trends related to the digitization of students' academic credentials, how could this affect outcomes?

- (e)** In 2012, CICIC published the Pan-Canadian Quality Assurance Framework for the Assessment of International Academic Credentials (QAF). Thus far, six organizations in Canada have confirmed adherence to the 41 principles of QAF through a formally established process. Is there evidence to suggest that recognition bodies in Canada are partially or fully abiding by QAF without having formally signaled their adherence to CICIC? What is preventing their formal adherence? How can CICIC further support this process?
- (f)** Over the past decade, CICIC has led many initiatives that provided professional-development opportunities to the pan-Canadian community of academic credential assessors in order to support the alignment of their assessment practices with the LRC. How has this affected the implementation of the LRC in Canada? How can CICIC further support the adoption of best practices through professional-development opportunities? Are on-line delivery methods sufficient when compared with in-class delivery?
- (g)** Over the past five years, the CMEC Secretariat has asked CICIC to take on additional responsibilities beyond its mandate as Canada's National Information Centre (ENIC) under the LRC. How has this affected service levels, given allocated resources? Is the current funding model for ENIC appropriate? How is the Fourth Industrial Revolution affecting service delivery? With the possible adoption of the proposed UNESCO Global Convention in 2019, how would a potentially much broader scope of responsibility impact CICIC?
- (h)** CICIC continually seeks opportunities to engage with the assessment and recognition bodies in Canada to promote the adoption of best practices under the LRC. Given the limited resources allocated to outreach activities, how can CICIC most efficiently manage those relationships at the pan-Canadian level? Within the context of the 2015 Assessment 101 pilot project, what are some recommended next steps to encourage its adoption

as a permanent initiative within CICIC's core activities? How could the use of new on-line technologies further support engagement?

- (i)** Since 1997, LRCC has adopted many subsidiary texts and/or recommendations. These are not legally binding, but rather suggest actions that can be undertaken by LRC ratifying states to keep the LRC current. Are there any subsidiary texts and/or recommendations on which CICIC should focus its efforts to support best practices in Canada?

PART 5. GOVERNANCE AND PROCESS

5.1 Project Coordinator

The project will be managed by the Project Coordinator, and RFP (and Project) Coordinator Michael Ringuette. The Project Coordinator and/or the person designated by the Coordinator will monitor the work done by the Proponent and will provide the Proponent with the necessary guidance, instructions, background, and source materials required to undertake the work.

5.2 Staffing

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

PART 6. EVALUATION OF PROPOSALS

6.1 Evaluation Committee

6.1.1 An Evaluation Committee (EC) (“Evaluation Committee”) 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 senior officials and/or designates from ministries and departments of education from the Jurisdictions, 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 select a Proposal on behalf of CCMEC. At the time of evaluation, the EC will evaluate shortlisted 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 2.4**;
- (c) the quality of answers to questions related to the **criteria outlined in Appendix A, section A.2**;
- (d) the Price Proposal as set out in **section 2.6**;
- (e) compliance with Proposal format and outline as set out **in section 2.5 and Appendix A**; and
- (f) 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 in order to rank Proposals and to select a successful Proposal, if any. The evaluation form is attached in Appendix D for information.

6.2.3 For greater certainty, the selection of a Proposal by the EC will be carried out entirely at the EC’s sole discretion and will be based on the EC’s assessment of the factors set out in subsection 6.2.1 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 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, CICIC, 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, CICIC, its members, nor any of their related entities, directors, officers, and/or employees shall be liable to the Proponent for any indirect, incidental, punitive, and/or consequential damages, and/or for loss of profit and/or revenue, suffered by the Proponent arising out of, and/or in connection with this RFP, whether or not the Proponent was advised of the possibility of such damage and whether based in breach of contract or warranty (including fundamental breach and breach of a fundamental term), tort (including negligence), misrepresentation, indemnity, and/or any other theory at law or equity.

7.4.2 To the extent permitted by Applicable Law, the total aggregate liability of CCMEC, CMEC, CICIC, 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, 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 3.2, 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

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 using the same measures used by the Proponent to protect its own confidential information of a like nature, but using no less than reasonable measures given the nature of the Confidential Information;
- (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, CICIC, its members and/or each of their respective directors, officers, consultants, employees, agents, and representatives, and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation, and/or liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered and/or incurred by any of them arising as a result of and/or in connection with any breach of any of the provisions of this section 7.8 by the Proponent and/or by any person to whom the Proponent has disclosed the Confidential Information.

7.8.3 The Proponent acknowledges and agrees that a breach of the provisions of this section 7.8 would cause CCMEC, CMEC, CICIC, its Members, and their related entities to suffer loss that could not be adequately compensated by damages and that CCMEC, CMEC, CICIC, 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, CICIC, 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 4:30:59 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 1.1.1;

“CMEC” is defined in subsection 1.1.2;

“CICIC” is defined in subsection 1.1.3;

“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, the ministers responsible for elementary-secondary education outside of Quebec, and the French as a Second Language Consortium Committee, 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 2.4;

“**Evaluation Committee**” (**EC**) is defined in section 6.1;

“**GST**” is defined in subsection 2.6;

“**HST**” is defined in subsection 2.6;

“**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 2.6;

“**Price Proposal**” is defined in subsection 2.6;

“**Project**” is defined in section 4.2;

“**Project Coordinator**” means **Michael Ringuette**, whose contact information is as follows:

Council of Ministers of Education, Canada (CMEC)

Attention: **Michael Ringuette**

95 St. Clair Avenue West, Suite 1106

Toronto, Ontario

M4V 1N6

Fax: 416-962-2800

E-mail: m.ringuette@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 should:

- (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 either English and/or 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: 4 pages)

This section should include:

(i) a brief description outlining the Proponent’s expertise in managing pan-Canadian projects comparable to that which is required in this Project, including:

- knowledge, and sensitivity to:
 - procedures and policies related to academic credential assessment and recognition in Canada.
 - *1997 Convention on the Recognition of Qualifications concerning Higher Education in the European Region* (commonly known as the Lisbon Recognition Convention — LRC) and its subsidiary texts.
 - *Lisbon Recognition Convention Committee February 2016 Monitoring the Implementation of the Lisbon Recognition Convention – Final Report.*
 - UNESCO’s Global Convention on the Recognition of Higher Education Qualifications project.
 - CICIC’s tools, resources and publications.
- targeting audiences with differing needs and backgrounds, including various orders of government in Canada.
- writing and layout of reports.
- project management.
- assuming direct responsibility for the activities of all project participants, tasks, and deliverables.
- documentary research.
- access and review material in both French and English. At its sole discretion, CCMEC may request that Proponents provide documentary evidence of such ability.

(ii) a curriculum vitae (not included in the page count);

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

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

	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	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 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.

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

In conformity with section 2.6, the Proponent must provide the total Price for completion of the Project.

(h) Appendix A — Tax Compliance Declaration

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

(i) Appendix B — References

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

(j) Appendix C — Evidence of Financial Condition

In conformity with section 2.4, subparagraph (a), the Proponent shall append as Appendix C to the Proposal evidence satisfactory to CCMEC that it is financially capable of providing the Services for the proposed duration of the Project.

(k) Appendix D — Work Samples

In conformity with section 2.4, subparagraph (c), the Proponent shall append as Appendix D to the Proposal up to three (3) samples of related work.

(l) Appendix E — Explanation of Conflict of Interest (if necessary)

Further to section 2.3, if a Proponent has a Conflict of Interest, the Proponent must set out the details of such Conflict of Interest in Appendix E to the Proposal.

APPENDIX B — TAX COMPLIANCE DECLARATION

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

Request for Monitoring the implementation of the Lisbon Recognition Convention in Canada

Tax Compliance Declaration

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

Dated at _____ this _____ day of _____, 2018.

Proponent: _____

Per: _____
(Authorized signing officer)

Print name: _____

APPENDIX C — FORM OF AGREEMENT

Corporation
of the
Council of Ministers
of Education, Canada

Corporation
du
Conseil des ministres
de l'Éducation, Canada

[Date]

[Name of Firm]
[Address]
[City], [Province]
[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 following terms and conditions.

CHOOSE PARAGRAPH A OR B

A The Services to be provided are as follows:

- [description of the Services]

B 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 [closing date of contract] (the "Completion Date"), unless mutually agreed to, and amended, by both parties in writing.

[Name] will be the Secretariat officer responsible for this contract, and all work assignments and scheduling will be handled through [his/her] office.

USE THIS PARAGRAPH IF REQUIRED

The Firm has agreed to designate [Name] to perform the Services, and no substitutes will be permitted without the written agreement of the Corporation.

CHOOSE PARAGRAPH A OR B

A It is anticipated that provision of the Services will require [number] days of work for which the Corporation will pay the Firm [\$ amount] per day, to a maximum of [\$ total amount], with payments pro-rated if this Agreement is terminated at any time prior to the Completion Date.

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

CHOOSE PARAGRAPH A OR B OR C

A The Firm will receive payment upon performance of the Services to the satisfaction of the Corporation and upon the Corporation's receipt of an invoice.

B The Firm will receive an initial payment of [\$ amount] 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.

C The Firm will receive payment in equal [monthly or quarterly] instalments in arrears upon performance of the Services to the satisfaction of the Corporation and upon the Corporation's receipt of an invoice.

USE THIS PARAGRAPH IF REQUIRED

Travel, accommodation, and meal expenses, if any, associated with provision of the Services will be covered separately, according to the CMEC Secretariat guidelines provided in Appendix I, for the duration of this contract. All expenses must be pre-authorized in writing by [Name].

The Harmonized Sales Tax (HST) [is/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, please indicate this on the invoice. If the Firm is exempt from HST, please indicate the appropriate exemption number on the invoice.

The Firm will be 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 and/or Quebec Pension Plan, and/or workers' compensation coverage) payable in respect of its employees, [including (Name),] 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 Minister of National Revenue or any other person, agency, authority, or entity against the Corporation with respect to payment of said taxes, assessments, or other remittances.

The Corporation may terminate this Agreement immediately [in the event the Firm is no longer able to provide (Name) 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. In the event of such termination of this Agreement prior to completion of the Services, the Firm will be paid on a pro rata basis for the work completed, together with the amount, if any, of approved expenses properly incurred, and no other amounts shall be payable by the Corporation hereunder.

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 30 days' written notice of termination. The Corporation may, in its discretion, provide the Firm with payment in lieu of such notice. In the event of termination, the Firm will be paid for the work performed to the date of termination, together with the amount, if any, of approved expenses properly incurred, and no other amounts shall be payable by the Corporation hereunder.

The Firm must use domestic data storage for personal information and for any information that could be used to identify a specific individual. Foreign transfer, storage, or access to personal information or to 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 information acquired by the Firm and all of its directors, officers, employees, and agents [including without limitation (Name),] 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 their knowledge of the information regarded by the Corporation as confidential.

It is further understood and agreed that the material produced (the "Works") 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, by no later than the Completion Date, it will have obtained from all authors of the Works [including without limitation (Name),] a written waiver of any and all of their moral rights therein. 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.

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

Per:

[Name]
[Title]

Date

[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

APPENDIX D – EVALUATION TEMPLATE

To be completed by CMEC

Individual/firm name:

MANDATORY REQUIREMENTS (Article 2.1)	YES	NO
The Proposal was received after the deadline.		
The Proposal included the Proponent’s legal name and any other name under which it carries on business.		
The Proposal stated 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.		
The Proposal included the name and contact information of the person who is the Proponent’s principal contact.		
The Proposal included a completed Tax Compliance Declaration, provided in Appendix B.		
The Proposal included three (3) references with respect to the Proponent and its key personnel.		
References were from persons for whom the Proponent has successfully provided similar services and/or performed related work, and there was a brief outline regarding the nature of the services provided.		
CONFLICT OF INTEREST (Article 2.3)	YES	NO
The Proposal gives details about all actual and/or potential Conflicts of Interest are known to the Proponent, in compliance with article 2.3.		
DELIVERABLES (Article 2.4)	YES	NO
The Proposal provides evidence satisfactory to CCMEC that the Proponent’s financial viability, condition, and position are sufficient to complete the Project.		
The Proposal includes 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.		
The Proposal includes up to three (3) samples of the Proponent’s previous related work.		
ADHERENCE TO PROPOSAL FORMAT AND OUTLINE (Article 2.5 and Appendix A [A.1 and A.2])	YES	NO
The Proposal format and outline are adhered to.		
PRICE PROPOSAL (Article 2.6)	YES	NO
The Proposal includes a Price Proposal, in compliance with article 2.6, in Canadian dollars.		
COMMENTS		

To be completed by the Evaluation Committee

Individual/firm name: _____

	PROPONENT'S EXPERTISE(Article 4.1 and Appendix A [Article A.2])	1	2	3	COMMENTS
1.	Knowledge, and sensitivity to procedures and policies related to academic credential assessment and recognition in Canada.				
2.	Knowledge, and sensitivity to 1997 <i>Convention on the Recognition of Qualifications concerning Higher Education in the European Region</i> (commonly known as the Lisbon Recognition Convention – LRC) and its subsidiary texts.				
3.	Knowledge, and sensitivity to Lisbon Recognition Convention Committee February 2016 Monitoring the Implementation of the Lisbon Recognition Convention – Final Report.				
4.	Knowledge, and sensitivity to UNESCO's Global Convention on the Recognition of Higher Education Qualifications project.				
5.	Knowledge, and sensitivity to CICIC's tools, resources and publications.				
6.	targeting audiences with differing needs and backgrounds, including various orders of government in Canada.				
7.	writing and layout of reports.				
8.	project management.				
9.	assuming direct responsibility for the activities of all project participants, tasks, and deliverables.				
10.	documentary research.				
11.	access and review material in both French and English.				
12.	General project management experience, including:				
13.	human and financial resource management;				
14.	leading a team of professionals;				
15.	setting and complying with a work schedule.				
16.	assuming direct responsibility for the activities of all Project participants, tasks, and deliverables;				
17.	Risk management.				

	PROPONENT'S EXPERTISE(Article 4.1 and Appendix A [Article A.2])	1	2	3	COMMENTS
18.	Relevance of work samples submitted.				
19.	Curricula vitæ.				
20.	Qualifications of Project staff.				
21.	Suggested work plan.				
22.	Additional value-added services.				
23.	Quality of a 15- to 30-minute presentation from each of the shortlisted Proponents (where required).				

	PRICE PROPOSAL (Article 2.6) :	1	2	3	COMMENTS
34.	Detailed description of estimated pay based on responsibilities and tasks specified in section A.2.				

OTHER COMMENTS