

The Corporation of the Council of Ministers of Education, Canada

Request for Proposals

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

Issue date: December 20, 2018
Closing date: January 25, 2019
Closing time: **4:00 p.m. EST**

All proposals should be clearly marked with
**"Factors contributing to Canadian
performance in large-scale assessment
projects"** 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 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

Factors contributing to Canadian performance in large-scale assessment projects

Issued: December 20, 2018

Proposal submission deadline: January 25, 2019, **4:00 p.m. EST**

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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 services in respect of development of research notes focused on **factors contributing to Canadian performance in large-scale assessment projects** (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.

Event	Date
Issuance of RFP	December 20, 2018
Deadline for submission of Proponents’ written questions	January 18, 2019
Deadline for submission of Proponents’ Proposals	January 25, 2019
Proposal evaluation completed	January 31, 2019
Notification to selected Proponent	February 1, 2019

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 Kathryn O'Grady, at k.ogrady@cmecc.ca, no later than **January 18, 2019, 4:00 p.m. EST**. 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. 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 Kathryn O'Grady, at k.ogrady@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 Coordinator in the manner described in subsection 1.5.1, on or before **4:00 p.m. EST on January 25, 2019** ("Deadline"). The official time of a Proposal's receipt 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 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.

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 Coordinator** 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 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, its Members, the **Project Coordinator**, 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) a written description of up to two (2) 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
- (b) 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 Proponents are required to submit their Price Proposals in Canadian dollars.
- 2.5.4 When preparing their Price Proposals, Proponents should bear in mind that CCMEC is a not-for-profit organization with a limited budget.
- 2.5.5 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.

2.6 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

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.

3.2 Project Background

CMEC coordinates the participation of provinces and territories in pan-Canadian and international education projects.

The purpose of this RFP is to solicit research papers to expand *Assessment Matters!*, a series of articles and research notes available on the CMEC Web site (<https://cmec.ca/459/Overview.html>). The goal of the research notes is to

highlight the use of Canadian data in studies related to large-scale assessment (LSA) projects and to promote the use of data to help address policy issues.

The research notes should be based on data from one or more of the LSA projects in which Canada participates at the elementary-secondary level: Pan-Canadian Assessment Program (PCAP), Programme for International Student Assessment (PISA), Trends in International Mathematics and Science Survey (TIMSS), and Progress in International Reading Literacy Study (PIRLS). For further information, refer to the CMEC Web site (<https://www.cmec.ca/en/>).

The papers should have a clear focus, covering topics of relevance to education, economics, employment, and social policy and practice. The intended audience for the research papers includes one or more of the following: educators, education stakeholders, policy-makers, and researchers.

3.3 Project Benefits and Rationale

While the international LSA literature addresses a broad range of issues, use of the Canadian LSA data set can help illustrate the Canadian perspective and, in particular, help determine if Canadian results are consistent with those of other research studies conducted elsewhere.

In addition to the assessment components, comprehensive questionnaires were administered to all participating students, their teachers, and the principals of their schools. Additionally, a home questionnaire was completed by parents/guardians of Grade 4 students who participated in TIMSS and PIRLS. The value of these research databases derives primarily from the questionnaires and, particularly, from the ability to examine in a comprehensive way the relationships between various antecedent and process variables and student performance on the achievement measures.

The objective of this project is to examine the key factors that contribute to student performance at the national and provincial/territorial level. It is not possible to disaggregate the data to the level of students, schools, or school districts.

The template for this research is previous issues of *Assessment Matters!* (available on CMEC's Web site at <https://cmec.ca/459/Overview.html>), which use Canadian data to focus on a wide range of topics relevant to educators and education stakeholders.

PART 4. PROPONENT RESPONSIBILITIES

4.1 Project Scope

The research notes should have a clearly defined research question relating student performance and contextual factors from one or more LSA project: PCAP, PISA, TIMSS, and/or PIRLS. (Proponents may submit more than one proposal should they have multiple research ideas).

The research notes should consider a number of factors, including:

- a review of the relevant literature related to the issues addressed in the proposed research;
- a clearly defined methodology that demonstrates familiarity with one of more of the survey data sets outlined above;
- a novel or significant contribution to the study of variables that impact student performance at the pan-Canadian and provincial/territorial level with relevance to a policy-oriented audience and/or education practitioners.

4.2 Tasks/Deliverables

The Project consists of the following tasks and deliverables.

- (a) Proponents to send a plan of the study describing the scope and methodology of the analysis for review and approval by February 22, 2019.
- (b) Proponents to submit an early draft of the research notes, presenting preliminary findings and literature review for review and approval by March 31, 2019.
- (c) Proponents to submit final research notes (6–20 pages) no later than April 30, 2019.

The research notes produced under this initiative will be released by CCMEC on the CMEC Web site as part of the *Assessment Matters!* series. CCMEC will incur the costs of translation, copy editing, design, dissemination, and communication of research notes produced under this initiative.

PART 5. GOVERNANCE AND PROCESS

5.1 Project Coordinator

The Project Coordinator and the point of contact for the RFP (and the Services) will be Kathryn O'Grady. The logistics will be coordinated by the CMEC Secretariat.

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 Kathryn O'Grady.
- 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 senior officials and/or designates from ministries and departments of education, 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 one or more Proposals 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 one or more successful Proposals, 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**
- (b) **Section 1 — Executive Summary**

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

- (i) main questions to be addressed;
 - (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.
- (ii) evidence outlining the Proponent’s research experience related to the use of large, complex data sets. Preference will be given to Proponents with knowledge of and/or experience with research related to large-scale data projects.
- (iii) evidence outlining the Proponent’s ability to analyze large-scale assessment data;
- (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.

	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	English, French
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 C 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 D to the Proposal.

APPENDIX B — TAX COMPLIANCE DECLARATION

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

Request for Proposals for Factors contributing to Canadian performance in large-scale assessment projects

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 _____, 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
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[Date]

[Name of Firm]

[Address]

[City], [Province]

[Postal code]

Attention: [Name, Title]

Dear [Name],

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 their 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 the 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 an 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 timelines, 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.

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. The Firm acknowledges that it has read the Supplier Code of Conduct (the "Code"), included in this Agreement as ATTACHMENT I. 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.

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 C — FORM OF AGREEMENT

ATTACHMENT I

Corporation of the Council of Ministers of Education, Canada	Corporation du Conseil des ministres de l'Éducation, Canada
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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, nor 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

Factors contributing to Canadian performance in large-scale assessment projects

Proposal Format and Outline Sections	Description	Score
1	Mandatory proposal requirements	Y/N
2	Proponent's experience	/10
	Evidence outlining the Proponent's expertise in managing projects comparable to that required in this Project.	
	Evidence outlining the Proponent's research experience related to large-scale assessment projects. At its sole discretion, CCMEC may request that Proponents provide documentary evidence of such ability.	
3	Qualifications of enlisted personnel	/5
4	Methodology and implementation plan	/80
	Clarity of research question	
	Relevance of literature review	
	Suitability of methodology for answering research question	
	Identification and relevance of variables to be measured	
	Significance and/or novelty of contribution to the study of student performance	
	Significance and/or novelty of contribution to the policy landscape or education practitioners	
	Feasibility of research being completed within project timelines	
5	Additional value-added services	/5
6	Price Proposal	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
	Total Points	/100

