

September 4, 2024

# Canadian Performance Examination in Dental Hygiene – Psychometric Services

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## Request for Proposals



Federation of  
Dental Hygiene  
Regulators of Canada

Fédération des organismes  
de réglementation d'hygiène  
dentaire du Canada

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## FDHRC Key Contact for RFP

All enquiries related to this Request for Proposals (RFP), including any requests concerning interpretation, clarification or additional information, are to be directed in writing to the email address below (“**FDHRC Contact**”) no later than September 11, 2024 at 11:59 pm Pacific Time.

<b>FDHRC Contact</b>	Kieran Jordan, CEO
<b>FDHRC Contact Email</b>	kjordan@fdhrc.ca

## Key Dates

<b>Activity</b>	<b>Date</b>
RFP published online	August 26, 2024
Deadline to submit questions	September 11, 2024
Deadline to submit proposals	September 25, 2024
Anticipated award date	November 15, 2024 <sup>1</sup>
Anticipated start date	December 1, 2024

The FDHRC may change these dates at any time for any reason.

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<sup>1</sup> The date FDHRC anticipates having a signed contract with the Contractor.



## Definitions

Throughout this Request for Proposals, the following definitions apply:

1. "ACDH" means Alberta College of Dental Hygienists.
2. "Blueprint" means the document which lists all of the competencies (knowledge, abilities, skills, attitudes, and judgment) that are tested on the examination, as well as the examination content, the examination format, types of questions, and those competencies which are tested most frequently.
3. "CDHA" means Canadian Dental Hygiene Association.
4. "Contract" means the written agreement resulting from this Request for Proposals and executed between the Contractor and the Federation of Dental Hygiene Regulators of Canada.
5. "Contractor" means the preferred Proponent whose proposal is selected and who enters into a written Contract with the Federation of Dental Hygiene Regulators of Canada for the work or services.
6. "CDHBC" means College of Dental Hygienists of British Columbia.
7. "CDHO" means College of Dental Hygienists of Ontario.
8. "CPEDH" means Canadian Performance Examination in Dental Hygiene.
9. "DH" means Dental Hygiene.
10. "EPCCoDH" means Entry-to-Practice Canadian Competencies for Dental Hygienists.
11. "FDHRC" means the Federation of Dental Hygiene Regulators of Canada.
12. "GRS" means Global Rating Scale.
13. "NDEB" means National Dental Examining Board.
14. "NDHCB" means National Dental Hygiene Certification Board.
15. "NDHCE" means National Dental Hygiene Certification Examination.
16. "OSCE" means Observed Structured Clinical Examination.
17. "Proponent" means an individual or entity that submits, or intends to submit, a proposal in response to this Request for Proposals.
18. "Request for Proposals" or "RFP" means the process described in this document.
19. "Work" means the whole of the work, services, products and materials required to be done, furnished, provided and/or performed by the Contractor in order to carry out the RFP and Contract requirements, as set out in greater detail in Schedules A and B (Statements of Work).



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# Introduction

## Organizational Background

The National Dental Hygiene Certification Board (NDHCB) was developed in response to a priority concern of Canadian dental hygienists. In 1982, the Canadian Dental Hygienists Association (CDHA) began to investigate a certification process to enhance portability (the ability of dental hygienists to become licensed or registered in all Canadian jurisdictions) through a nationally recognized credential. The NDHCB was formed in 1994 and given the mandate to develop and administer the National Dental Hygiene Certification Examination (NDHCE).

The Federation of Dental Hygiene Regulators of Canada (FDHRC) was incorporated in 2017, creating an organization in which provincial regulatory colleges would collaborate to provide national leadership on issues concerning the protection of the public interest with respect to the profession of dental hygiene. In doing so, it also provided a forum for networking and information exchange among Canadian dental hygiene regulatory authorities.

In March 2021, the FDHRC and the NDHCB announced the intent to amalgamate into a single national entity. Through amalgamation, operations and governance structures are streamlined, allowing the combined organization to ensure the protection of the public, while providing the same professional leadership and quality assurance as always. The two organizations shared vision is for the NDHCE to remain a top priority, carrying out exam development and administration in the robust and reliable fashion for which it is known. The amalgamated organization will also continue its commitment to national leadership in dental hygiene regulation for the protection of the public.

In November 2021, the FDHRC published a new national competency profile for the profession: the Entry-to-Practice Canadian Competencies for Dental Hygienists (EPCCoDH)

In January 2022, the amalgamation was finalized with the two organizations now operating as one national entity known as the FDHRC.

The FDHRC administers the NDHCE for individuals who wish to become licensed as a dental hygienist in Canada. All regulatory jurisdictions in Canada use the NDHCE for entry to practice, with the exception of Quebec. FDHRC also serves as the single point of entry and body responsible for the preliminary assessment (substantial equivalency) of candidates who are from non-accredited schools, predominantly international.

As of 2022, the FDHRC administers the Canadian Performance Examination in Dental Hygiene (CPEDH) annually. Applicants from non-accredited Canadian and International Educational Institutions who have been granted substantial equivalency and have passed the NDHCE, must also successfully complete the CPEDH before they can register to practice in most provinces.



The NDHCE and CPEDH are currently blueprinted to the Entry-To-Practice Competencies and Standards for Canadian Dental Hygienists (CDHA, 2010). The FDHRC has committed to implementing the EPCCoDH on all of its assessments as of May 2026. To that end, the FDHRC is currently engaged with a testing firm to lead the development of a new Blueprint for the NDHCE. A Blueprint Working Group has been established, and will begin meeting in the Fall 2024. The testing firm will conduct a national survey and, in reviewing the competencies, the Working Group will begin contemplating competencies that cannot be tested in a multiple-choice exam.

## CPEDH Current Format

Prior to the CPEDH, Ontario, Alberta and British Columbia administered Provincial clinical exams to graduates of non-accredited programs. Following a review of the College of Dental Hygienists of BC (CDHBC) exam, the three provincial Dental Hygiene (DH) regulators agreed to develop one national clinical examination for graduates of non-accredited DH programs. As a result, over the next seven years, the Blueprint and test items for the CPEDH were developed and pilot tested. A seven-point Global Rating Scale (GRS) was developed<sup>2</sup> and pilot tested. A standard setting procedure was also conducted.

The CPEDH is currently a two-day examination:

- Day 1 consists of seven stations which includes standardized patients and the performance of clinical skills on simulated patients (dexter mannequins). A candidate is required to pass the Day 1 requirements in order to proceed to Day 2.
- Day 2 consists of three stations with live patients. Live patients are recruited and screened by the FDHRC. In these stations, candidates are required to perform clinical procedures on the patients.<sup>3</sup>

The competencies covered include professional and client relationships, health and safety, assessment and diagnosis, planning, and implementation and evaluation.<sup>4</sup> At each station, candidates are evaluated on the following dimensions using the Global Rating Scale: risk management, client assessment, professional behaviour, evidence-based decision making, intervention/procedural skill, and communication and collaboration.

During the first 3 years of the implementation of the CPEDH (2017 to 2020), the three Provincial DH regulators rotated responsibility for administering the examination. In 2021, the FDHRC requested that the National Dental Hygiene Certification Board (NDHCB) assume responsibility for administering the CPEDH.

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<sup>2</sup> A version of the [GRS developed for paramedic clinical competence](#) is currently in use for the CPEDH.

<sup>3</sup> More information on the CPEDH is available in the [Candidate Guide](#).

<sup>4</sup> For more information, the Blueprint is available [here](#). The adjunct to the Blueprint is available [here](#).



## CPEDH Administration

The CPEDH was traditionally administered once annually in late fall. Starting in 2024, it will be administered in June and October. The FDHRC is offered in rented space from a DH educational institution.

The chart below provides information on candidate testing volumes over the last eight years.

Exam Year and Location	Total
2017 (CDHO)	5
2018 (CDHBC)	3
2019 (ACDH)	6
2021 (CDHO and ACDH)	10
2022 (FDHRC)	9
2023 (FDHRC)	7
2024 (Spring, FDHRC)	7
2024 (Fall, FDHRC)	10

At this time, we do not anticipate any increase in demand for the exam due to current registration requirements and accredited school status in Canada.

## Work Overview and RFP Objective

The intent of this RFP is to solicit and receive proposals from prospective Proponents who are capable and willing to provide or perform the Work contemplated in this RFP, primarily being to assist the FDHRC in the development of a revised CPEDH over a ~23-month period.

At the conclusion of the solicitation process, the FDHRC will identify and may select a preferred Proponent to enter into negotiations for a resulting contract with the FDHRC.

## RFP Requirements

Proposals must be divided into three (3) separate packages: (i) Package 1: Proponent Overview and Experience; (ii) Package 2: Psychometric Services; (iii) Package 3: Financial. Proponents must provide thorough and detailed responses in all sections of its proposal.

### Package 1: Proponent Overview and Experience

The Proponent should address and include the following elements:

#### 1) Overview

- a) Proponent overview, such as a brief description of the company, years in business, summary of the services it provides, etc.;



- b) Proponent's qualifications and experience. Proponent may wish to include information on their familiarity and experience with regulators and/or organizations with a national mandate as well as high stakes clinical/performance/OSCE exams;
- c) Team: Proponent may wish to append CVs or bios of the team that would work on the FDHRC mandate.
- d) Subcontractors: List any and all subcontractors that will work on the project.

## 2) Experience

- a) List of all current high stakes clinical/performance/OSCE clients;
- b) Three (3) references with contact information – At least one (1) Canadian organization. All references must be for high-stakes clinical/performance/OSCE examinations. Proponent to specify the role played in the project(s) completed with/for each reference. The FDHRC reserves the right to contact references in its evaluation process.

## Package 2 – Psychometric Services

The Proponent should describe in detail its approach to meet the requirements as described in [Schedule A](#).

## Package 3 – Financial Information

### 1) Detailed Pricing

Provide itemized pricing (including if there is no fee) for performing the work and services for the Work.

- a) All pricing must be in Canadian dollars. Proponent must agree to invoice the FDHRC in Canadian dollars.
- b) For each fee, Proponent must indicate whether the cost is a one-time fee (i.e., start-up fee), or a recurring fee. If it is a recurring fee, Proponent must indicate the frequency (i.e., monthly, quarterly, etc.) at which it is charged.
- c) Proponent must include travel costs for staff to attend in-person meetings, as described in the Scope.

### 2) Additional Fees

Proponents must identify any additional fees, including but not limited to hourly fees for out of scope activities, with the position and hourly rate.

### 3) Invoicing Schedule

Proponents must identify the anticipated invoicing schedule for the work.





## Evaluation and Award Process

The selection of the preferred Proponent will be based on, but not limited to, the selection of a proposal that meets all of the requirements. The lowest price shall not be the sole determinative factor in a successful proposal.

## Submission of Applications

The RFP is posted on the FDHRC website, and can be downloaded from there directly as of September 4, 2024.

Proponents to this RFP must submit proposals electronically by email. Proposals must be received no later than September 25, 2024 at 11:59 pm Pacific Time. Responses should be clearly marked “RFP-CPEDH Revision Psychometric Services” and emailed to [exam@fdhrc.ca](mailto:exam@fdhrc.ca).

## Confidentiality

By submitting a proposal, the Proponent acknowledges and agrees to comply with the confidentiality requirements of this RFP, as set out in the [Terms and Conditions](#) section below.

The Proponent acknowledges that the preferred Proponent will be asked to sign a confidentiality agreement with the FDHRC.

## RFP Process Terms and Conditions

### 1. General Information and Instructions

#### 1.1. Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is required or requested in the RFP, any response made in a proposal should reference the applicable section numbers or headings of the RFP where that request was made.

#### 1.2. Language of Proposals

Submissions should be made in English.

#### 1.3. FDHRC's Information in RFP Only an Estimate

The FDHRC and its affiliates, representatives, employees, and advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Further, the FDHRC is not responsible and will not assume any liabilities whatsoever for the information found on the websites of third parties or any information obtained by means other than those specified in this RFP.

Any quantities shown or data contained in the RFP or provided by way of addenda are



estimates and for information purposes only. The FDHRC makes no guarantee of the value or volume of work to be assigned to the preferred Proponent.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### **1.4. Proponents Shall Bear Their Own Costs**

The Proponent shall bear all costs associated with or incurred in the preparation of its proposal, including but not limited to, examination of documents, site visits, legal or consulting fees, presentations, interviews, or demonstrations.

#### **1.5. Proprietary Information**

The Proponent understands and agrees that the FDHRC shall obtain all rights, title and interests, including copyright ownership, to the deliverables that are to be produced and delivered to the FDHRC in accordance with the Work, this RFP and the Contract, and the FDHRC may disclose, disseminate, use or modify such deliverables in any manner it deems appropriate. The Proponent shall not do any act that may compromise or diminish the FDHRC's interest as aforesaid.

All data, information, and material of any kind, including all resulting reports, guides and publications prepared by the preferred Proponent in the provision or performance of the Work will be the exclusive property of FDHRC.

## **2. Communication after Issuance of RFP**

### **2.1. Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions, or ambiguities; and/or
- (b) may direct questions or seek additional information

in writing by email on or before September 11, 2024 at 11:59 pm Pacific Time to the FDHRC Contact. No such communications are to be directed to anyone other than the FDHRC Contact listed in this RFP. It is the responsibility of the Proponent to seek clarification from the FDHRC Contact on any matter it considers to be unclear. The FDHRC shall not be responsible for any misunderstanding on the part of the Proponent concerning the Work, the RFP, or its process.

All questions (anonymized) and responses will be sent to all Proponents who have expressed interest in submitting a proposal, and will constitute an addendum as mentioned in section 2.2 below. Should a question contain confidential or proprietary information, it is the responsibility of the requestor to identify the confidential or proprietary information in order to prevent the response from being circulated.

Notwithstanding the foregoing, the FDHRC is not obligated to respond to any or all



questions or inquiries.

## **2.2. All New Information to Proponents by Way of Addenda**

The RFP may be amended only by an addendum in accordance with this section. If the FDHRC, at any time for any reason, determines that it is necessary to amend, revise, clarify or provide additional information relating to the RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for ensuring they have obtained and reviewed all addenda issued by the FDHRC.

## **2.3. Verify, Clarify and Supplement**

When evaluating proposals, the FDHRC reserves the right, but is not obliged, to verify, clarify or supplement the information provided in the Proponent's proposal.

Any response provided by the Proponent to the FDHRC shall, if accepted by FDHRC, form an integral part of that Proponent's proposal. Proponents are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their proposals in any substantive manner.

## **2.4. No Incorporation by Reference**

The entire content of the Proponent's proposal should be submitted together in one package. For greater certainty, any hyperlinks or references to websites or other external documents referred to, but not included, in the Proponent's proposal will not be considered.

## **2.5. Proposal to Be Retained by the FDHRC**

The FDHRC will not return the proposal or any accompanying documentation submitted by a Proponent.

# **3. Prohibited Conduct and Confidential Information**

## **3.1. Conflict of Interest**

The Proponent shall disclose and must continue to be under an obligation to disclose any potential, perceived or actual conflict of interest of the Proponent, including its personnel, representatives, and affiliates, to the FDHRC. For the purposes of this section, the term "Conflict of Interest" means

- a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the FDHRC in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging



in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

- b) in relation to the performance of its contractual obligations contemplated in the Contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

The FDHRC may, in its sole and absolute discretion, waive any Conflict of Interest or may impose conditions on a Proponent that require the management, mitigation and/or minimization of the Conflict of Interest. If, in the FDHRC's sole and absolute discretion, the Proponent is determined to have a Conflict of Interest that cannot be managed, mitigated, or minimized, the FDHRC may, in addition to any other rights or remedies, disqualify the Proponent and reject the proposal.

### **3.2. Proponent Not to Communicate with Media or Other Parties**

A Proponent may not at any time directly or indirectly communicate with the media or issue any news release, public announcement, or other publication in relation to the RFP or any Contract awarded pursuant to the RFP without first obtaining the written permission of the FDHRC Contact.

### **3.3. Confidential Information of the FDHRC**

All documentation and information provided by or obtained from the FDHRC in any form in connection with the RFP and resulting Contract, either before or after the issuance of the RFP, are the sole property of the FDHRC and must be treated as confidential. The information must not be used, duplicated, or disseminated for any purpose other than replying to the RFP and the performance of any subsequent Contract and must not be disclosed without prior written authorization from the FDHRC. Proponents are required to limit disclosure of any confidential information to those directors, officers, personnel, partners, or affiliates to whom disclosure is necessary in order to respond to this RFP and/or execute the Contract and who have agreed to be bound by the obligations of confidentiality under this RFP.

All such documentation and information shall be either permanently deleted or returned to the FDHRC immediately upon the request.

### **3.4. Confidential Information of Proponent**

A Proponent should identify any information in its questions to the FDHRC Contact, its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by FDHRC. The confidentiality of such information will be maintained by FDHRC, except as otherwise required by law or by order of a



court or tribunal.

Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to FDHRC's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the FDHRC Contact.

#### **4. Negotiations, Notification and Debriefing**

##### **4.1. Selection of Top-Ranked Proponent**

The top-ranked Proponent, as established via the proposal evaluation process, will be notified by email of the outcome of the RFP and be invited to enter into direct negotiations with the FDHRC.

##### **4.2. Timeframe for Negotiations**

The FDHRC intends to conclude negotiations within thirty (30) calendar days of the notice of selection. Time is of the essence in these negotiations.

##### **4.3. Scope of Negotiations**

After selection of the preferred Proponent, FDHRC will develop a form or resulting contract based upon the mandatory terms and conditions as described in [Schedule D - Mandatory Terms and Conditions of the Resulting Contract](#).

Subject to the FDHRC's rights under this RFP, the FDHRC will not negotiate the terms and conditions set out in [Schedule D](#) of this RFP.

Negotiations may include requests by the FDHRC for supplementary information to confirm the conclusions reached in the evaluation.

When the contract is duly executed, the contract will govern the relationship between the FDHRC and the preferred Proponent. For greater certainty, the FDHRC shall not be obligated to any preferred Proponent in any manner until a written agreement has been duly executed. This RFP, the proposals and the negotiation process are not intended to create and shall not create a formal legally binding process.

##### **4.4. Failure to Enter into Agreement**

If for any reason the preferred Proponent fails to execute the Contract within thirty (30) calendar days of the notice of selection, the FDHRC may, in its sole and absolute discretion and without incurring any liability:

- a) rescind the selection of the preferred Proponent;
- b) cancel the RFP in its entirety and proceed with some or all of the work or services in some other manner;
- c) reissue the RFP for some or all of the work or services; and/or



- d) select the Proponent with next highest score as the new preferred Proponent.

#### **4.5. No Exclusivity**

The FDHRC reserves the right in its sole and absolute discretion to sub-divide and/or bundle the Work, which is the subject of this RFP, and award one or any number of separate agreements for the Work.

The FDHRC is under no obligation to extend or renew the Contract with the preferred Proponent. For greater certainty, this RFP does not oblige the FDHRC to conduct any subsequent RFP process.

#### **4.6. Notification to Other Proponents**

Once the Contract is executed between the FDHRC and the preferred Proponent, the unsuccessful Proponents will be notified directly in writing of the outcome of this procurement process.

#### **4.7. Debriefing**

Unsuccessful Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the FDHRC Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

### **5. Procurement Process**

#### **5.1. No Contract A and No Claims**

The procurement process is not intended to create and shall not create a formal legally binding bidding process or any legal obligation on the part of FDHRC. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the FDHRC shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

#### **5.2. Reserved Rights**

Notwithstanding any other clauses in this RFP, the FDHRC has reserved the following rights, which are in addition to any other rights that the FDHRC may have, which it can exercise in its sole and absolute discretion at any time in the RFP process:

- a) to accept or reject any and/or all proposals in whole or in part;
- b) to cancel and/or re-issue this RFP at any time for the same or similar Work;



- c) to make any changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- d) to waive any formalities and accept proposals which substantially comply with the requirements of this RFP;
- e) to request written clarification of or confirm any information or data provided by the Proponent and consider such information as part of the Proponent's proposal;
- f) to contact any reference provided by the Proponent;
- g) to consider past performance on previous contracts with the FDHRC;
- h) to verify with any third party any information set out in a proposal;
- i) to disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- j) to disqualify any Proponent or reject the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- k) if a single compliant proposal is received, reject the proposal of the sole Proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent;
- l) to select any Proponent other than the Proponent whose proposal reflects the lowest cost; and
- m) if a written resulting contract cannot be executed with the preferred Proponent, to rescind the award with that Proponent and select the next ranked Proponent, or terminate the RFP and not enter into an agreement with any of the Proponents.

### **5.3. Inappropriate Conduct**

The FDHRC may prohibit a Proponent from participating in a procurement process based on past performance and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the Proponent to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the FDHRC, which constitutes a Conflict of Interest.

## **6. Governing Law and Interpretation**

### **6.1. Governing Law**

The terms and conditions of the RFP Process are to be governed by and construed in accordance with the laws of the province or territory within which the FDHRC is



located (Ontario) and the federal laws of Canada applicable therein.





# SCHEDULE A – STATEMENT OF WORK – CPEDH

## Revision Psychometric Services

Proponents are asked to provide psychometric costs for support for the following services, balancing efficiency and cost with ensuring that the exam development follows best practice and is defensible. All meetings should be virtual unless an in-person session is required. Please include costs for travel to Ottawa should in-person meetings be advised/required.

### 1. Scope of Work

#### 1.1 New Blueprint

- a) With FDHRC staff, Contractor will co-lead the development of a new Blueprint based on the 2021 EPCCoDH. Contractor will prepare a final Blueprint document in Canadian English. (Desktopting and design is out of scope.) Contractor will provide a brief report (3-4 pages) describing the process of developing the Blueprint. Contractor will have access to all Blueprinting documentation for the NDHCE including responses from a national survey based on the competencies/competencies matrix.

#### 1.2 Content Development

- a) As of current, the FDHRC anticipates that the format of the revised CPEDH will resemble that of the National Dental Examining Board's NDECC, which consists of clinical skills stations on mannequins, and situational judgement stations. More information on the NDECC can be found here: [https://ndeb-bned.ca/wp-content/uploads/2024/06/NDECC-Protocol\\_Effective-September-30-2024.pdf](https://ndeb-bned.ca/wp-content/uploads/2024/06/NDECC-Protocol_Effective-September-30-2024.pdf)

Contractor will act as a resource for a core group of subject matter experts (led by the FDHRC's Chief Examiner) to repurpose the current CPEDH content to meet an in person OSCE format, with a combination of clinical skills and situational judgement.

- b) Contractor will advise on the current Global Rating Scale in use, and determine if another rating scale (such as that used by the NDEB) would be preferable, as informed by best practice and research.

#### 1.3 Pilot Test

- a) Contractor will support as required/necessary for the pilot test, such as the number and profile of candidates required. Unless necessary, it is not expected that the psychometrician will attend the pilot test.

#### 1.4 Content Revisions

- a) Contractor will act as a resource for a core group of subject matter experts (led by



the FDHRC's Chief Examiner) to revise any exam content or format required post-pilot test.

## 1.5 First Exam Administration and Standard Setting

- a) Following the first exam administration, the Contractor will work with the Chief Examiner to conduct a standard setting session. Contractor will advise on the best cut score method, and will prepare a template for the FDHRC to produce candidates' scores for future exam sessions.

## 1.6 Technical Report

- a) Contractor will produce a final Technical Report which will be made available to the FDHRC Board and regulators.

## 2. Timeline

The following is a high-level timeline with key deliverables and milestones to be provided – note that there is some flexibility, and some dates are dependent on the availability of the testing facility:

<b>Deliverable</b>	<b>Date/timing</b>
Blueprint development	January – May 2025
Content development	May – December 2025
Pilot test	February 2025
Content revisions	March – July 2026
First revised CPEDH offering	October 2026
Standard setting	October/November 2026
Technical report	December 2026



# SCHEDULE B – DESCRIPTION OF MANDATORY TERMS AND CONDITIONS OF THE RESULTING CONTRACT

The following is a non-exhaustive description of material terms and conditions that will be included in the resulting Contract and are mandatory. The FDHRC will not negotiate the terms and conditions described herein. Notwithstanding the foregoing, the FDHRC, in its sole and absolute discretion, specifically reserves the right to add additional terms and conditions to, or amend, supplement, or remove, the terms and conditions of, the resulting Contract described below.

The capitalized terms used in this Schedule B and not otherwise defined herein shall have the respective meanings ascribed to them in the RFP.

The resulting Contract will include:

1. **Applicable Laws** – The resulting Contract will be governed by the laws of Ontario, and the laws of Canada applicable therein.
2. **Payment** – All fees and payments under the resulting Contract will be in Canadian dollars. Any and all payments to a foreign based Contractor shall be subject to all applicable tax withholdings.
3. **Project Timeline** – The Contractor will provide the deliverables in accordance with the implementation plan to be developed by the FDHRC and the Contractor during the negotiation period. In the event that the Contractor fails to meet a critical milestone as established in the implementation plan, the Contractor will credit the FDHRC for each calendar day beyond the milestone in the amount stipulated by the resulting Contract.
4. **Insurance** – Under the resulting Contract, the Contractor must maintain, and will cause its permitted subcontractors to maintain:
  - a) worker's compensation insurance as prescribed by law;
  - b) employer's liability insurance;
  - c) commercial general liability insurance (including contractual general liability and products liability coverage); and
  - d) cyber liability insurance.
5. **Safeguarding Electronic Media** – The resulting Contract will contain a requirement for the Contractor to scan all electronic storage and media used to provide the deliverables for computer viruses and other coding intended to cause malfunctions and notify the FDHRC if any such viruses or coding are found.
6. **Indemnification** – The resulting Contract will contain indemnification obligations in favour of the FDHRC, including with respect to: (a) personal injury (including death) or damage to personal property arising out of (i) the Contractor's or its



subcontractors' negligent or intentional acts or omissions, or (ii) defects in the services or Work provided by the Contractor; and (b) any alleged violation, infringement or misappropriation of any intellectual property rights by the Contractor.

7. **Limitation of Liability** – The resulting Contract will provide that the Contractor will be liable to the FDHRC for damages for a breach of the resulting Contract. Such “damages” will include: (a) the costs of implementing a workaround in respect of a failure to provide the Work; (b) the costs of replacing lost or damaged property, equipment or software and materials; (c) the costs of replacing or developing new examination questions, preparatory tests or other information or documentation in the item bank that are damaged, lost, deleted or disclosed by the Contractor while in the Contractor's care, custody or control, including through unauthorized access or the Contractor's administrative error; and (d) the costs and expenses incurred to procure the deliverables from another vendor. The resulting Contract will also provide that no party will be liable for any indirect or consequential damages, except for liability (i) relating to indemnification claims under the resulting Contract; (ii) resulting from the gross negligence or willful misconduct of a party; or (iii) resulting from a breach of a party's confidentiality obligations.
8. **Assignment** – The Contractor may not assign or transfer the resulting Contract, in whole or in part, without the prior written approval of the FDHRC. For greater certainty, the following actions by the Contractor would be considered to be an assignment of the resulting Contract: (a) any sale or disposition of all or substantially all of the assets of the Contractor; or (b) any merger, share exchange, acquisition or similar event that results in the beneficial ownership of more than fifty percent (50%) of the shares of the Contractor.
9. **Regulatory Considerations** – The Contractor recognizes that FDHRC administers examinations to enhance the ability of dental hygienists to become licensed or registered in Canadian jurisdictions. If any statutes, regulations, rules or by-laws governing the licensure or registration of dental hygienists change, or if any applicable regulatory body or bodies permit the licensure or registration of dental hygienists without completing the examinations administered by FDHRC (collectively, “**Regulatory Changes**”), the FDHRC may request that the parties negotiate an amendment to the resulting Contract to provide for the Regulatory Changes. If the parties cannot agree upon the terms of an amendment to account for the Regulatory Changes, FDHRC may terminate the resulting Contract upon sixty (60) days notice to the Contractor.
10. **Protection of Personal Information** – The Contractor will comply with the FDHRC's obligations regarding the collection, use, disclosure and protection of personal information, by means of physical, administrative, technological and other necessary measures to safeguard personal information as set out under applicable privacy laws. The Contractor will indemnify the FDHRC for any losses or damages arising out of the breach by the Contractor of any applicable privacy laws resulting in the loss, theft or unauthorized disclosure of personal information processed by the Contractor.



11. **No Customer Announcements** – The Contractor must not use the FDHRC’s name, trademarks, or logos, or otherwise refer to or identify the FDHRC as a customer, in any announcement, statement, press release, publicity, or marketing materials, without the prior written consent of the FDHRC (which may withhold its consent in its sole discretion) in each instance.
12. **Not Exclusive** – Nothing in the resulting Contract will in any way limit the ability of the FDHRC to enter into similar agreements with, or to receive similar services from, any other service providers.

