

May 26, 2026

# Cultural Safety Resource Aligned with National Competencies

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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**”) before 11:59 pm Pacific Daylight Time on June 23, 2026.

FDHRC Contact (Kieran Jordan, CEO)	<a href="mailto:info@fdhrc-forhdc.ca">info@fdhrc-forhdc.ca</a>
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# 1. Introduction

The Federation of Dental Hygiene Regulators of Canada (FDHRC) is a federation of provincial regulatory bodies which have statutory responsibilities to regulate the dental hygiene profession within their jurisdictions. A dental hygienist is a regulated health professional who may work in a variety of settings in communities, including private practice clinics (e.g., dental or dental hygiene clinics), public health, hospitals, long-term care facilities, educational institutions, dental supply companies, government, forensic dentistry, and research. Dental hygienists provide a range of personalized care. They focus primarily on oral disease prevention and health promotion.

Dental hygienists are provincially regulated. As part of their regulatory roles, each jurisdiction has a definition of the scope of practice for the profession.

## 1.1 The Dental Hygiene Profession in Canada

Dental hygiene services include activities within the dental hygiene scope of practice that support the oral health of individuals and communities. These services are delivered using the Dental Hygiene Process of Care<sup>1</sup>, which supports safe, effective, and consistent dental hygiene practice across settings.

Dental hygienists focus primarily on oral disease prevention but can also be involved in orthodontic procedures, such as braces, and in providing restorative services, such as placing fillings depending on the province/territory.

Dental hygienists provide a range of personalized care and will work with clients to help maintain proper oral health. Only regulated health professionals may provide dental hygiene services in Canada.

There are approximately 35,000 registered dental hygienists in Canada with the highest numbers being in Ontario, Quebec and British Columbia.<sup>2</sup>

## 1.2 Additional Context

Health Canada has defined **determinants of health** as the personal, social, economic and environmental factors that have an impact on personal and population level health. These include gender, culture and race/racism<sup>3</sup>. A report from the Pan-Canadian Health Inequalities Reporting Initiative found that “significant health inequalities were observed

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<sup>1</sup> The Dental Hygiene Process of Care includes assessment, diagnosis, planning, implementation and evaluation (ADPIE). Federation of Dental Hygiene Regulators of Canada. Entry-to-Practice Canadian Competencies for Dental Hygienists. 2021.

<sup>2</sup> Canadian Institute for Health Information. Health Workforce in Canada, 2020 to 2024 — Data Tables. Ottawa, ON: CIHI; 2026.

<sup>3</sup> Government of Canada. (2024, July 18). *Social determinants of health and health inequalities*. <https://www.canada.ca/en/public-health/services/health-promotion/population-health/what-determines-health.html>

among Indigenous peoples, sexual and racial minorities, immigrants, and people living with functional limitations.”<sup>4</sup>

Indigenous peoples experience **Indigenous-specific racism**, defined as a “unique nature of stereotyping, bias and prejudice about Indigenous peoples in Canada that is rooted in the history of settler colonialism. It is the ongoing race-based discrimination, negative stereotyping and injustice experienced by Indigenous peoples that perpetuates power imbalances, systemic discrimination and inequitable outcomes stemming from the colonial policies and practices.”<sup>5</sup> Those who experience racism have poorer health outcomes, often related to system level barriers including access to care.<sup>6</sup>

We now know that identity is complex. **Intersectionality** was first coined by Kimberly W. Crenshaw in 1989.<sup>7</sup> It refers to how different sources of discrimination and privilege overlap and interact, reinforcing one another. It recognizes that individuals possess multiple intersecting identities that together influence their experiences of health, equity and overall well-being.<sup>8</sup> In recognition of both the unique experience of Indigenous peoples in Canada as well as approaching health inequality from an intersectionality lens, broadening scope of the project to cover cultural safety for Indigenous peoples and other equity-seeking groups would follow emerging best practices while ensuring that no groups are left out. Despite this broadened scope, the FDHRC recognizes that equity-seeking groups have distinct histories, experiences, and needs, and is committed to an equity-informed approach rather than a one-size-fits-all model.

Within the oral health sector, there has been both **national and jurisdictional movement on addressing cultural safety**, including FDHRC member organizations and associations (Indigenous Dental Association of Canada and the Canadian Dental Hygiene Association). With representation from every provincial jurisdiction, the FDHRC is well-placed to lead national consistency in cultural safety expectations at both entry-to-practice and throughout professional practice.

## 2. Project Background

In 2020 and 2021, the FDHRC worked with a consultant to develop a new national competency profile entitled the “Entry to Practice Canadian Competencies for Dental Hygienists” (EPCCoDH). The expert working group created for the EPCCoDH’s development, a mix of dental hygienists (clinicians and educators), recommended a more

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<sup>4</sup> Pan-Canadian Public Health Network. (2018). Key Health Inequalities in Canada: A National Portrait. p.8.

<sup>5</sup> Turpel-Lafond (Aki-Kwe), M. E. (2020). In plain sight: Addressing Indigenous-specific racism and discrimination in B.C. health care, data report. British Columbia. p.8.

<sup>6</sup> Ibid. p.7.

<sup>7</sup> Crenshaw K. Demarginalizing the intersection of race and sex: A black feminist critique of antidiscrimination doctrine, feminist theory and antiracist politics. Univ Chic Leg Forum. 1989;139:139–67.

<sup>8</sup> Adapted from Public Health Agency of Canada. (2022). How to integrate intersectionality theory in quantitative health equity analysis? A rapid review and checklist of promising practices. Ottawa, ON.

thorough exploration of cultural safety including the impact of the calls to action from the Commission on Truth and Reconciliation's report on the EPCCoDH. A consultant was engaged to conduct a thorough Indigenous cultural safety and humility review of the EPCCoDH. Over the period of ~10 months, a grounding piece of art was commissioned to guide the project, and sixteen (16) Indigenous subject matter experts were engaged in a review and reflection of the EPCCoDH. The consultant presented their report to the FDHRC Board of Directors in May 2023 – one of the recommended next actions was to develop and publish Indigenous anti-racism interpretation guidance to strengthen understanding and support a culturally safe and anti-racist implementation of the EPCCoDH.

### 3. Project Description

The FDHRC is requesting proposals to develop of (a) resource(s) providing clear guidance on cultural safety for entry-to-practice competency of dental hygienists in Canada from an anti-racist, anti-discrimination and anti-oppression lens.

Long-term Vision: Creating the conditions where Indigenous and other equity seeking people in Canada consistently and reliably receive culturally safe dental hygiene care.

Project Goal: To provide the audience with clear guidance on expectations for entry-to-practice competency as it relates to cultural safety, with the 2021 Entry to Practice Canadian Competencies in Dental Hygiene as the base.

Audience: Primary audience is prospective and current Registered Dental Hygienists. Secondary audience includes educators, regulators and the public as well as sector partners.

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.

The Proponent will work with FDHRC staff and a project Steering Committee.

### 4. Scope of Work and Deliverables

#### 4.1. Project Planning and Management

Key deliverable: A detailed work plan outlining phases, activities, timelines, and communication protocols with FDHRC staff and the Steering Committee.

The Proponent will participate in regular project meetings and provide ongoing status updates throughout the project duration.

#### 4.2. Engagement Strategy Development

Key deliverable: A culturally safe and trauma-informed strategy for engagement with Indigenous experts and equity-seeking groups, sector partners, registered dental hygienists and the public. This should include identifying key participant groups,

engagement methods, timelines, and protocols that reflect respectful and ethical practices.

The Engagement Strategy will be submitted for Steering Committee approval before consultations begin.

### 4.3. Background Work

Key deliverable: A report outlining themes and leading practices in entry-to-practice cultural safety competency, including targeted consultation with Indigenous knowledge keepers, subject-matter experts, and representatives of equity-seeking communities<sup>9</sup> and a review of existing cultural safety, Indigenous anti-racism, anti-discrimination and anti-oppression and intersectionality resources for regulated professionals at the national and jurisdictional levels. Other countries could be included (e.g. Australia, New Zealand). This includes previous work completed by the FDHRC (e.g. FDHRC's consultant report from and Indigenous cultural safety and humility review of the EPCCoDH). The report will include a recommendation regarding (a) resource(s) framework.

### 4.4. Resource Development

Key deliverable: A draft resource(s) providing clear guidance on cultural safety expectations for entry-to-practice dental hygienists, integrating principles of Indigenous cultural safety, Indigenous-specific anti-racism, and intersectionality. It must align with the 2021 Entry-to-Practice Canadian Competencies.

### 4.5. Draft Development and Approval

Key deliverable: Draft resource(s) providing clear guidance on cultural safety expectations for entry-to-practice, including alignment with the 2021 Entry-to-Practice Canadian Competencies and integration of Indigenous cultural safety, Indigenous-specific anti-racism, anti-discrimination and anti-oppression and intersectionality. Submit the revised draft to the FDHRC for review, discussion, and approval prior to broad public consultation. Incorporate requested amendments in preparation for public release.

### 4.6. Broad Public Consultation

Key deliverable: A consultation summary report capturing key findings and recommended changes.

Broad public consultation will include dissemination of the draft resource(s) widely including regulatory bodies, educators, registered dental hygienists and the public (in English and French). The Proponent will collect and analyze public feedback.

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<sup>9</sup> Note: The FDHRC has contact information for some Indigenous subject matter experts who are interested in participating in Indigenous reconciliation-based projects.

## 4.7. Final Revisions and Approval

Key deliverable: With the input of FDHRC Staff and the Steering Committee, integrate feedback from public consultation into the final version of the resource(s). The final resource(s) will be presented to the FDHRC Board for approval.

## 4.8. Final Report

Key deliverable: A comprehensive final report summarizing research, engagement, methodology, consultation findings, final recommendations, and implementation considerations. This will include all required deliverables as specified in the RFP. In addition, the Proponent will include practical, actionable recommendations to support the adoption and implementation of the resource(s) by dental hygienists, regulators, educators, and sector partners.

## 5. Out of Scope

The following are considered out of scope for this project:

- Cultural safety and anti-racism references for regulators, e.g. a trauma-informed complaints process

## 6. Project Timeline

Anticipated Start Date: Late summer/early fall 2026

Anticipated End Date: December 2027

## 7. Qualifications

Proposals must demonstrate that the individual(s) proposed as to work on the project have the following experience and capabilities:

- a. The main consultant (project lead) working on the project must be Indigenous (Required). Preference will be given to Indigenous-owned firms (Asset).
- b. Experience developing resources on Indigenous cultural safety, ideally reflecting intersectionality (Required). Experience working with other equity seeking groups (Asset).
- c. Experience receiving and collating feedback via consultations (Required).
- d. Familiarity with regulatory bodies, regulated health professions, or education sector (Required). Familiarity with oral health professions (Asset).
- e. Strong communication, coordination, and facilitation skills (Required). Ability to work in French (Asset).
- f. Ability to work collaboratively in a virtual environment (Required).

## 8. Proposal Submission Requirements

### 8.1. Cover Letter

A brief introduction to the firm/consultant and confirmation of the ability to undertake the project.

### 8.2. Profile of the Firm/Consultant

Overview of the firm, including areas of expertise and relevant qualifications.

For larger firms (more than one person):

- a. Clearly identify the staff who will work on the project, including their roles.
- b. Describe the proposed project team structure.

### 8.3. Statement of Understanding of the Project

A summary demonstrating the proponent's understanding of the project objectives, scope, and deliverables.

### 8.4. Proposed Work Plan and Methodology

A preliminary work plan outlining key phases, activities, timelines, and the methodological approach the proponent would use to deliver the project. The work plan may include assumptions and will be refined collaboratively at project initiation.

### 8.5. Description of Relevant Experience

Examples of similar projects completed by the firm and/or key personnel, including outcomes and client impact.

### 8.6. CV(s) of Proposed Personnel

Resume for the project lead and any other personnel who will work on the project, with a clear summary of relevant experience and their role on the project.

### 8.7. Budget

Provide hourly rates, anticipated level of effort, and total project cost based on the estimated time commitment.

### 8.8. Three References

Contact information for at least three clients for whom similar work has been completed by the proposed consultant(s).

## 9. Evaluation Criteria

The FDHRC will evaluate all proposals based on the following criteria:

- Relevant expertise and qualifications (25%)

- Clarity and feasibility of the proposed approach (35%)
- Understanding of regulatory bodies, regulated health professions, or education sector (15%)
- Cost-effectiveness and value for money (15%)
- References (10%)

The selection of the preferred Proponent will be based on, but not limited to, the selection of a proposal that:

- a) meets all of the mandatory requirements
- b) achieves the best total score in compliance with the provisions of this RFP.

The lowest price shall not be the sole determinative factor in a successful proposal.

## 10. Administrative Information

All questions regarding this RFP must be submitted by email to Kieran Jordan, CEO, at [info@fdhrc-forhdc.ca](mailto:info@fdhrc-forhdc.ca) no later than June 16, 2026. A compiled list of questions and responses will be shared with all individuals who have submitted questions and/or expressed interest in submitting a proposal. Submission Deadline and Format Proposals must be electronically submitted, in PDF format only, by June 23, 2026 to [info@fdhrc-forhdc.ca](mailto:info@fdhrc-forhdc.ca).

Terms and Conditions for this RFP are available in [Appendix A](#).

Submission of a proposal in response to the RFP assumes acceptance of the mandatory Terms and Conditions of the Resulting Contract to the successful Proponent (see [Appendix B](#)).

## 11. Confidentiality

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

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

# Appendix A: 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 or French.

### 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 Project, 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 performance of the Project 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
- b. may direct questions or seek additional information in writing by email on or before June 16, 2026 at 11:59 pm PDT 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 Project, 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 contract 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 contract negotiations.

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

After selection of the preferred Proponent, FDHRC will develop a contract for negotiation. 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 or services, which are the subject of this RFP, and award one or any number of separate agreements for the Project.

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 a contract is executed between the FDHRC and the preferred Proponent, the other Proponents will be notified directly in writing of the outcome of this procurement process.

#### **4.7. Debriefing**

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 award. 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 or services;

- 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;
- 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.

## APPENDIX 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 C 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. The Contractor will prepare and provide to the FDHRC quarterly reports on the progress against the plan. 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 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 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. **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 Contractor of any applicable privacy laws resulting in the loss, theft or unauthorized disclosure of personal information processed by the Contractor.
10. **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.
11. **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.