

August 21, 2023

National Dental Hygiene Certification Examination Vendor

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 5, 2023 at 11:59 pm Pacific Time.

FDHRC Contact	Bridget Lett, Exam Manager
FDHRC Contact Email	blett@fdhrc.ca

Key Dates

Activity	Date
RFP published online	August 21, 2023
Deadline to submit questions	September 5, 2023
Deadline to submit proposals	September 22, 2023
Demonstrations	October 20, 2023
Anticipated award date	March 2024 ¹
Anticipated start date	July 2024 ²

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

¹ The date FDHRC anticipates having a signed contract with the Contractor.

² The FDHRC may request an earlier start date should Migration and Onboarding be required.



Definitions

Throughout this Request for Proposals, the following definitions apply:

1. "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.
2. "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.
3. "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.
4. "CPEDH" means Canadian Practical Exam in Dental Hygiene.
5. "Educational Institution" refers to a school that provides a post-secondary degree or diploma.
6. "EPCCoDH" means Entry-to-Practice Canadian Competencies for Dental Hygienists.
7. "FDHRC" means the Federation of Dental Hygiene Regulators of Canada.
8. "NDHCB" means National Dental Hygiene Certification Board.
9. "NDHCE" means National Dental Hygiene Certification Examination.
10. "Online Proctoring" means an exam delivered via a virtual proctoring platform.
11. "Preparatory Tests" refers to optional practice exams available to candidates for purchase.
12. "Proponent" means an individual or entity that submits, or intends to submit, a proposal in response to this Request for Proposals.
13. "Request for Proposals" or "RFP" means the process described in this document.
14. "Sitting" refers to the two-day administration window for the NDHCE. The FDHRC offers the NDHCE in three (3) Sittings over a calendar year in January, May and September.
15. "Test Centre" means an exam delivered in a brick and mortar, in-person writing centre.
16. "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-C (Statements of Work).



Table of Contents

Introduction.....	5
Organizational Background.....	5
NDHCE Development and Format.....	5
NDHCE Administration	6
NDHCE Registration	7
NDHCE Preparatory Tests	7
Work Overview and RFP Objective	7
RFP Requirements.....	8
Package 1: Proponent Overview and Experience.....	8
Package 2 – Examination Administration.....	8
Package 3 – Examination Development	9
Package 4 – Migration and Onboarding (If Applicable)	9
Package 5 – Financial Information.....	9
Evaluation and Award Process	10
Submission of Applications	11
Confidentiality.....	11
RFP Process Terms and Conditions	12
SCHEDULE A – STATEMENT OF WORK – Exam Administration Services... 19	
1. Scope of Work	19
2. Deliverables	25
SCHEDULE B – STATEMENT OF WORK – Exam Development Services..... 26	
1. Scope of Work	26
2. Deliverables	28
SCHEDULE C– STATEMENT OF WORK – Migration and Onboarding..... 30	
1. Scope of Work	30
SCHEDULE D – DESCRIPTION OF MANDATORY TERMS AND CONDITIONS OF THE RESULTING CONTRACT..... 31	



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 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 of candidates who are internationally educated dental hygienists.

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

NDHCE Development and Format

The NDHCE is blueprinted to the Entry-To-Practice Competencies and Standards for Canadian Dental Hygienists (CDHA, 2010). The Blueprint lists all the competencies



(knowledge, abilities, skills, attitudes, and judgment) that are tested on the examination. Approximately every 5 years, a review is conducted to revise the examination Blueprint. The last revision occurred in 2022 and was published in February 2023 for use in the May 2023 NDHCE onwards.

The competencies identified in the Blueprint are the fundamental components of a criterion-referenced approach to testing; the comprehensive description of the content domain being measured, in this case, competent entry-level practicing dental hygienists. The competencies form the basis of the examination. In 2021, a new Entry-to-Practice Canadian Competencies for Dental Hygienists (EPCCoDH) was published. The successful Proponent will assist FDHRC with the transition to blueprint the NDHCE to the new competency profile, for implementation in the May 2026 exam onwards. The Preparatory Tests will also require updating based on the new Blueprint.

In terms of the item development, a designated FDHRC subject matter expert oversees the process. Items are developed by FDHRC-recruited subject matter experts. All development is conducted in English. The FDHRC translates items using its own translator and has a French Validation Group review translations for validity. The FDHRC's current item bank consists of approximately 1,500 items split between operational and others at various stages of development.

NDHCE Administration

The NDHCE is computer-based and administered three times annually (January, May, and September) over two days with one back-up day. This back-up day is not advertised to candidates and individuals are only booked in this third day if something happens on the regular two-day exam window that prevents the candidate(s) from writing. In the case of an extreme situation where an entire exam Sitting must be cancelled, or a large number of test-takers must be rescheduled, a back-up date would be mutually agreed to between the FDHRC and the testing vendor.

Historically, the examinations were administered through brick-and-mortar Test Centres. During the COVID-19 pandemic (starting in July 2020), all Sittings (except for those with accommodations who require a Test Centre) were administered in an Online Proctoring modality. In September 2022 and January 2023, the FDHRC opened 100 Test Centre seats. As of the May 2023 Sitting, the FDHRC has adopted a hybrid model where candidates can choose to write via Online Proctoring or in a Test Centre. The FDHRC does not limit the number of candidates that can choose a Test Centre. However, if there are limitations of available seats the seats are filled on a first-come first-served basis and any additional candidates can choose to move to Online Proctoring or postpone to the next exam Sitting. To date, approximately 70% of candidates choose to write in Test Centres and 30% choose to write via Online Proctoring.

In terms of candidate volume per testing window, the May Sitting is always the largest. The chart below provides information on candidate testing volumes over the last few years.



	2020	2021	2022	2023
January	325	265	410	457
May	525	688	826	755
September	415	598	442	

The NDHCE constitutes 200 multiple choice questions administered over four hours split into two distinct parts with a break at the half-way point. Some questions are stand-alone, while others follow a case-based passage with four to six items per passage. Some questions have images (picture or radiograph). The current examinations are provided in English and French with four forms (each scrambled into eight versions) offered at each Sitting. New forms are developed for each May Sitting and the base 170 questions in these forms used are used for the following September and January Sittings. The remaining 30 experimental questions that make up the rest of the exam are set in May then change in September (and are used in the September and January exams). The total number of experimental items on each Sitting varies with the candidate volume, so that approximately 150 candidates receive each experimental item. Between 180 and 240 experimental items should be tested in each exam cycle. Additionally, included in the 170 base questions the forms have there are 40 anchor questions that are on all forms.

NDHCE Registration

Candidates apply and pay for the NDHCE examinations through FDHRC's centralized application/registration portal. In 2022, FDHRC administered approximately 1,700 examinations over the three Sittings. Exam registration closes no later than eight weeks before the exam date. While estimates may be provided to the Contractor in advance, the final list of candidates will be provided to the Contractor no later than six weeks before the exam. The Contractor will then book candidates into available Test Centre seats OR send emails to Online Proctoring candidates inviting them to select their date and time (based on FDHRC's testing window).

NDHCE Preparatory Tests

The FDHRC has three optional Preparatory Tests to prepare candidates for the NDHCE. The Preparatory Tests consist of 75 questions each and are offered on demand through the current online testing system. It also allows candidates to experience the exam platform. The purchase of Preparatory Tests will be managed by the Contractor. Approximately 2700 Preparatory Tests were purchased in 2022.

For more information on the FDHRC, its programs, and its examinations, visit www.fdhrc.ca.

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 and administration of the NDHCE over a



36-month period. This will also involve assisting in transitioning the NDHCE from the current competency profile to the EPCCoDH (November 2021), via a Blueprint revision.

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 five (5) separate packages: (i) Package 1: Proponent Overview and Experience; (ii) Package 2: Examination Administration Services; (iii) Package 3: Examination Development Services; (iv) Package 4: Transition Plan; (v) Package 5: 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; and
- 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 FDHRC mandate.

2) Experience

- a) List of all current high stakes exam clients;
- b) Three (3) references with contact information – At least one (1) Canadian organization. All references must be for high-stakes examinations. Proponent to specify the role played in the project(s) completed with/for each reference. Proponent to include one reference who transitioned them from another provider, if available. The FDHRC reserves the right to contact references in its evaluation process.

Package 2 – Examination Administration

The Contractor must deliver a minimum of three (3) examination Sittings annually. Sittings are to be a hybrid of Online Proctoring and brick-and-mortar Test Centres.

The Proponent should describe in detail its approach to meet the requirements as



described in [Schedule A](#).

The Proponent should provide examples of the following:

- a) Examination delivery communication template(s) to candidates, such as booking confirmation, instructions, etc.
- b) Candidate incident reports from Online Proctoring and Test Centres, e.g. computer log-in issues, internet outages, candidate rule violations, etc., which is then provided to the FDHRC
- c) Candidate performance profile for unsuccessful candidates
- d) Educational Institution performance profile
- e) Post-exam candidate satisfaction survey

Package 3 – Examination Development

The Contractor will provide psychometric services required for the development, maintenance, and delivery of the NDHCE, ensuring that the processes meet or exceed all professional standards as specified in the most recent edition of the American Psychological Association Standards for Educational and Psychological Testing, including periodic evaluation, and upholding the credibility (reliability and validity) of the Examination.

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

Package 4 – Migration and Onboarding (If Applicable)

The Contractor will provide onboarding support to the FDHRC as well as item bank migration services.

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

Package 5 – 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 indicate any annual increases.
- d) Proponent must indicate any annual minimums.



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.

Evaluation and Award Process

The FDHRC will first evaluate Packages 1, 2, 3 and 4 for all Proponents. Once completed, the FDHRC will then evaluate Package 5 for all Proponents.

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

Package	Element	Available Points
Package 1: Proponent Overview and Experience	Proponent Overview	3
	Proponent Experience (including references)	7
Package 2 – Examination Administration	Exam Administration Management	4
	Preparatory Tests	2
	Examination Platform	2
	Examination Delivery – Test Centres	10
	Examination Delivery – Online Proctoring	10
	Examination Results	5
	Annual Reporting	2
Package 3 – Examination Development	Item Development and Management	6.5
	Form Development	6.5
	Results Analysis	10
	Preparatory Test Development	2
	New Blueprint	5
Package 4 Migration and Onboarding ³	Item Bank Migration	3
	Onboarding and Training	2
Package 5 – Financial Information	Detailed Pricing	5
	Cost of service delivery	20
Total Available Points		100

³ Should Migration and Onboarding services not be required, Proponent should indicate so. In that case, the FDHRC will evaluate their proposal out of 95 available points rather than 100.



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, and;
- 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.

The FDHRC will hold demonstrations or presentations with each Proponent at a date or time to be determined by the FDHRC. Demonstrations or presentations will use videoconferencing technology and may be recorded. These demonstrations or presentations will not form part of the evaluation process and will not be evaluated against the proposal submission. The FDHRC may ask questions to Proponents during the demonstration or presentation, however these questions will not form part of the Proponent's proposal or the evaluation criteria. The demonstration will include:

- a) the item development platform, including:
 - i. how item writers write within the platform
 - ii. workflow is managed
 - iii. assigning competencies and metadata to items
 - iv. the types of reports that can be generated from the platform
 - v. how images are inserted and labelled
 - vi. enemy identification
 - vii. stats display for items
- b) the booking process as experienced by a candidate
- c) the online proctoring check-in processes, as well as onboarding.
- d) the exam platform as experienced by the candidate
- e) any live exam day auditing platform available to the FDHRC for Online Proctoring
- f) any post-exam recordings available to the FDHRC for Online Proctoring
- g) candidate management platform, if available to the FDHRC, including candidate exam history

Submission of Applications

The RFP is posted on our website, and can be downloaded from there directly as of August 21, 2023.

Proponents to this RFP must submit proposals electronically by email. Proposals must be received no later than September 22, 2023 at 11:59 pm Pacific Time. Responses should be clearly marked "RFP-NDHCE Vendor" and emailed to blett@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 5, 2023 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 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 – Exam Administration Services

1. Scope of Work

1.1 Exam Administration Management

- a) A critical path or plan with activities assigned to the Contractor or FDHRC for each Sitting to ensure role clarity and that deadlines are met.
- b) Contractor attendance at pre- and post-examination meetings: 2-3 months prior to each exam Sitting a virtual biweekly (weekly in the final 3-4 weeks) touch-base meeting (typically 30-mins) for the upcoming Sitting. These meetings are used to discuss any questions on deliverables or timeline adjustments, candidate communications, seat bookings, accommodations candidates, etc. Post-exam Sitting meetings – an audit review and post-admin review meeting is held virtually within 4-weeks after each Sitting. In advance of the post-exam meeting the FDHRC will provide the Contractor with their internal audit brief of the exam day and any incidents. The Contractor should come to this meeting with prepared responses. This meeting is typically scheduled for one-hour with the objective to highlight lessons learned to improve for the next Sitting.
- c) Provide pre-examination Sitting status reports including information such as the date and time of each candidate's booking, the accommodations assigned to their file, modality of testing (Online Proctoring or Test Centre) and, if testing in a Test Centre, the location and name of the Test Centre. The initial Sitting status report is provided to the FDHRC by the Contractor after the exam booking window closes for an administration. Updated versions of the report are provided when/if the required Test Centre seats are not fully booked by the end of the online booking window or if there are changes to locations, accommodations, etc. A final report for Online Proctoring only should either be provided by the Contractor two business days prior to the Sitting. Alternatively, if the Online Proctoring admin platform allows for the export of booked candidates, this final report can be pulled directly by the FDHRC.
- d) Ensure business continuity processes are in place in case of emergencies or other circumstances, for example, a power outage at a Test Centre.
- e) Ensure adequate examination seats (either in Test Centres or Online Proctoring) to meet the FDHRC's candidate demand.
- f) Receive a list of candidates from the FDHRC including:
 - i) Unique candidate ID # (to be provided by FDHRC)
 - ii) Last Name
 - iii) First Name
 - iv) Email Address



- v) Educational Institution
 - vi) Attempt Number
 - vii) Language (EN/FR)
 - viii) Accommodations
- g) Ensure repeat candidates do not receive the same exam form at subsequent Sittings.
 - h) Provide examination delivery communication to candidates such as exam granted and reservation confirmation emails in the candidate's preferred language (Canadian English or Canadian French).
 - i) Provide candidate customer support, including exam day support via a dedicated customer support line (Test Centre and Online Proctoring) in Canadian English and Canadian French.
 - j) Provide dedicated exam day support to FDHRC staff one hour before and one hour after the NDHCE testing window which is from 9 am ET to 8 pm ET.
 - k) Administer a candidate feedback questionnaire, as developed and translated by the FDHRC, for candidates to complete following submission of their exam. Please describe the platform on which it will be administered and format in which the FDHRC will receive the data.
 - l) Post-exam Sitting reports would include any incident reports either in Online Proctoring or Test Centres, a brief data analysis report should be created after each exam Sitting. Additionally, an audit report or appeal reports/briefing notes may be required after a Sitting should appeals come forward that include questions about the exam system or proctors.
 - m) Ensure that all personal and confidential data (i.e., candidate lists, test results, etc.) is protected by the Contractor.
 - n) Provide for private and confidential data to be securely transferred between the Contractor and FDHRC. Proponent to indicate which platform is used.

1.2 Preparatory Tests

- a) Provide a system for candidates to take FDHRC Preparatory Tests in Canadian English and Canadian French. This must be the same platform experience as candidates have on exam day.
- b) Accept payment for Preparatory Tests.
- c) Transfer Preparatory Test revenue to the FDHRC on a regular schedule (monthly or quarterly), including a detailed list of fees received (by customer).

1.3 Examination Platform

The NDHCE is a computer-based exam that is delivered using an examination platform that must include the following:



- a) Platform interface is fully available in Canadian English and Canadian French, with the ability for candidates to toggle between both languages during the exam.
- b) Appropriate security measures to ensure that the item bank is protected.
- c) The ability to manage exam items with embedded images, videos, and pdfs.
- d) The ability to have case items with a common case description.
- e) A notepad function for candidates to take notes.
- f) A calculator function.
- g) Zoom functionality for text and images.
- h) The ability for candidates to flag items, see which items are not yet answered, and a display clock to show how much time is remaining, with a pop-up at 15 minutes remaining.
- i) The ability for a scheduled break. Part 1 is 100 questions and 2 hours long. Once it is submitted, candidates may take a 15-minute break. They may not resume Part 1 once it is submitted. Any remaining time from Part 1 cannot be carried on to Part 2.
- j) Ability to provide testing accommodations including:
 - i) stop time breaks,
 - ii) different lengths of exam (e.g., time and a half, double time),
 - iii) extended scheduled break (e.g., 30 minutes); and,
 - iv) text to speech embedded in the platform.

1.4 Examination Delivery – Test Centres

- a) Maintain a pan-Canadian inventory of test centres (Contractor-owned, third party and/or pop-up) that can accommodate candidates as needed in the following locations:

Province	Cities
Nova Scotia	Halifax
New Brunswick	Moncton
Quebec	Montreal
Ontario	Ottawa Greater Toronto Area Sudbury North Bay Thunder Bay London Barrie St. Catharines Windsor
Manitoba	Winnipeg
Saskatchewan	Regina
Alberta	Edmonton



British Columbia	Greater Vancouver Victoria Nanaimo Prince George
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Proponent to confirm locations of all Canadian Test Centres available, with the number of seats, and whether it is Proponent-owned, third party or a pop-up. If a pop-up, the cost must be included in [Package 5](#). If a Proponent's Test Centre network includes Test Centres in cities beyond the ones listed above, the Proponent should include them in their proposal.

If the Proponent does not have Test Centres in the cities listed above, they should provide details on their plans/work in progress to expand their network of Test Centres in Canada, if applicable.

- b) Provide the following accommodations in Test Centres:
 - i) distraction reduced environments i.e., reduced number of candidates in a room,
 - ii) private room,
 - iii) extra time – up to 8 hours of writing time with an additional 30-minute break,
 - iv) text to speech technology (for example, Kurzweil or Read and Write),
 - v) in-person readers,
 - vi) scribes,
 - vii) access to food or drink,
 - viii) paper and pencil note taking,
 - ix) paper-based exams; and,
 - x) calculator.
- c) Abide by FDHRC examination rules including:
 - i) monitoring by a proctor at all times,
 - ii) accompaniment to washroom during breaks,
 - iii) no talking during the examination or at the break; and,
 - iv) no access to personal property during the examination and break, including cellphones, text books or notes, smart watches.
- d) A proctor guide that may include generic Contractor instructions with the ability to customize to FDHRC rules, as applicable.
- e) Testing Centres should provide Contractor with a report of any and all incidents, e.g. computer log-in issues, internet outages, candidate rule violations, etc., which is then provided to the FDHRC.

1.5 Examination Delivery – Online Proctoring

- a) Tutorial information for candidates on Online Proctoring and what to expect on exam day.
- b) Testing feature for candidates to test their equipment and internet connection prior to exam day based on the same specifications that will be used on exam day.



(Please provide your minimum and/or preferred technical requirements, if they differ, for candidates.)

- c) Technical support if candidate is unable to pass testing feature.
- d) Maintain an accessible, bilingual (English and French) Online Proctoring platform that provides a smooth candidate experience while providing security appropriate for high-stakes entry to practice examinations including:
 - i) technical support – prior to exam day as well as during the exam,
 - ii) identity verification,
 - iii) exam rule acceptance,
 - iv) environmental scan, e.g., ensuring no unauthorized materials are kept (Proponent to confirm how scan done, i.e., full 360 video, uploaded photos, etc.),
 - v) video and audio recording of candidate’s environment that will be securely available to the FDHRC for audit purposes; and,
 - vi) ability for candidate to communicate with a proctor (verbal and/or chat box – please specify). If a chat box is used, must be accessible to the FDHRC for audit purposes.
- e) Must be a live-proctored exam with trained proctors. While the majority of candidates test in English, some candidates (20-50 per year) prefer to communicate in French and would require a French speaking proctor. Note: English speaking proctors using an online translating program, i.e. Google translate, to attempt to communicate with candidates is not considered equivalent to a French-speaking proctor. Proponent to note the proctor to candidate ratio.

1.6 Examination Results

- f) Within 15 business days of the examination, provide the FDHRC with the examination results, including:
 - i) Candidate ID (as assigned by the FDHRC)
 - ii) Last Name
 - iii) First Name
 - iv) Form version
 - v) Total Score
 - vi) Max Score
 - vii) Percent
 - viii) Educational Institution Name
 - ix) Attempt Number
 - x) Test Accommodations (Y/N)
 - xi) Ability Estimate
 - xii) Pass/Fail (based on IRT)
 - xiii) Language Result
 - xiv) Data Forensic Analysis Flag (if any, e.g. low score)
- g) Within 15 business days of the examination, provide an incident report detailing



any incidents that occurred during the exam Sitting, such as candidate policy violations, technical issues, etc.

- h) Within 20 business days of the examination, provide individual candidate performance profiles (PDF) to the FDHRC for candidates who were not successful at the exam in their preferred language (Canadian English or Canadian French). Information should include:
 - i) name of exam
 - ii) month and year of examination Sitting
 - iii) candidate name
 - iv) candidate ID number
 - v) result (Fail)
 - vi) performance in each content category (as defined by the FDHRC) compared to the national average
 - vii) performance in each competency group (as defined by the FDHRC) compared to the national average
 - viii) performance in each cognitive group (as defined by the FDHRC) compared to the national average
- i) Within 20 business days of the examination, provide individual Educational Institution performance profiles (PDF) to the FDHRC for Educational Institutions in their preferred language (Canadian English or Canadian French). This report will show the Educational Institution how well its candidates performed on the exam by competency area in comparison to other Educational Institutions across Canada. These reports are required after each Sitting, the number of which varies depending on the number of Educational Institutions with candidates taking the exam during any one Sitting, and for confidentiality reasons are only produced for Educational Institutions with 5+ candidates. The FDHRC estimates that between 40-50 of these reports are created annually.

1.7 Annual reporting

Provide a technical report to the FDHRC on the prior exam cycle (12 months) services and activities. This would include details about exam development and administration that took place in the exam cycle and would cover the following areas:

- i) NDHCE blueprint specifications
- ii) examination development activities
- iii) test form assembly
- iv) examination administration
- v) psychometric properties of the NDHCE
- vi) scoring of the NDHCE



2. Deliverables

The following is a high-level summary of key deliverables to be provided in this work package:

Deliverable	Date/timing
Administration of the NDHCE ⁴	Year 1 September 18-19, 2024 January 22-23, 2025 May 21-22, 2025 Year 2 September 17-18, 2025 January 21-22, 2026 May 20-21, 2026 Year 3 September 22-23, 2026 January 20-21, 2027 May 26-27, 2027

⁴ There could be some flexibility on these dates, but not significantly (i.e., not more than a week difference is likely allowed) as each exam Sitting must be offered over two-days, three-times per year in the months/cycle as outlined in the chart above.



SCHEDULE B – STATEMENT OF WORK – Exam Development Services

1. Scope of Work

1.1 Item Development and Management

- a) Provide a secure and reliable system to store examination items with empirical data, including development stage, custom tags, references, and performance statistics. Secure access will be managed by the Contractor for up to 30 FDHRC item writers and staff. Ensure regular back-ups of the system, sign-ons, and cybersecurity metrics.
- b) While the FDHRC is responsible for the recruitment of item writers, the Contractor will participate in one in-person new item training/orientation session in years 1 and 3 of the contract, to be held over 2 days.
- c) Participate in one in-person item writing workshop in year 2 of the contract, to be held over two days. The objective of this workshop is to bring experienced item writers together to create a number of items based on need, such as cases.
- d) Annually, create item development targets for subject matter experts based on item bank analysis and identified gaps in specific competency areas. Assist FDHRC personnel in ensuring there are a minimum of 240 quality experimental items per examination level per year to maintain enough content for the psychometric integrity of all examinations.
- e) Set standards for item retirement.
- f) Participate in one three-day virtual French validation group meeting per year. The participation of a translation coordinator or psychometrician in a similar role from the Contractor is required during the Committee translation review.
- g) Participate in virtual group review sessions – three-day session, 2-3 times per year.
- h) Participate in one five-day in-person exam committee meeting per year. Provide a status report on examination maintenance and delivery including the status of the examination item bank.

1.2 Form Development

- a) Assemble forms for three examination Sittings (total of four forms) annually, mapping to the appropriate exam blueprint and defined metadata. Note the Contractor will receive completed forms to publish for the September 2024 exam and January 2025 Sitting window.
- b) Attend a one-day virtual meeting of the examination committee once per year in



February for anchor item approval.

- c) Attend a four-day virtual meeting of the examination committee once per year in the spring for form approval.
- d) Develop a post-exam Sitting technical report once per cycle that includes data concerning examination performance, form characteristics, reliability, equating or standard-setting information, and pass rates.
- e) Perform item analysis of new forms. Attend one half-day exam committee meeting per year to review form performance prior to the release of examination results (May Sitting).

1.3 Results Analysis

- a) Perform thorough statistical item and test analysis to ensure validity and reliability of the exam.
- b) Perform data forensics after each examination Sitting to identify patterns that may suggest irregularities, including cheating (collusion) or other examination misconduct, including response time and total score analyses.
- c) Perform web patrolling for NDHCE and preparatory test content for 30 days prior to and 30 days after one exam sitting per year.

1.4 Preparatory Test Development

- a) After the new Blueprint is complete, assemble four preparatory test forms in English and French of 75 items each. Steps may include: assembling forms based from NDHCE item bank while ensuring adequate coverage within the new Blueprint parameters, review of translation by FDHRC expert, and quality assurance verification by FDHRC staff.

1.5 New Blueprint

- a) With the FDHRC chief examiner, the Contractor will co-lead the development of a new Blueprint to be based on the EPCCoDH for publication in June 2025 and implementation in the May 2026 Sitting of the NDHCE onwards. Activities will include:
 - i. development of and collection of responses from a national survey based on the competencies/competencies matrix,
 - ii. moderate/lead a Blueprint development group meeting,
 - iii. prepare final Blueprint document in Canadian English; and
 - iv. prepare final technical report (documentation of methodology used, etc).
- b) Provide assistance to identify gaps in the item bank based on the new Blueprint.
- c) Provide assistance to relabel the existing item bank items to the new Blueprint.



2. Deliverables

The following is a high-level summary of key deliverables to be provided in this work package:

Deliverable	Date/timing
Participation in one in-person new item training/orientation session in years 1 and 3 of the contract, to be held over 2 days	Year 1 Year 3
Participation in one in-person item writing workshop in year 2 of the contract, to be held over two days.	Year 2
Participation in one three-day virtual French validation group meeting per year	Year 1 Year 2 Year 3
Participation in virtual group review sessions – three-day session, 2-3 times per year	Year 1 – 2-3 meetings Year 2 – 2-3 meetings Year 3 – 2-3 meetings
Participation in one five-day in-person exam committee meeting per year	Year 1 Year 2 Year 3
Form assembly	Year 1 Year 2 Year 3
Participation in a one-day virtual meeting of the examination committee once per year in February for anchor item approval	Year 1 - February Year 2 - February Year 3 – February
Participation in a four-day virtual meeting of the examination committee once per year in the spring for form approval	Year 1 - Spring Year 2 - Spring Year 3 – Spring
Participation in one half-day exam committee meeting per year to review form performance prior to the release of examination results	Year 1 - June Year 2 - June Year 3 – June



Deliverable	Date/timing
Technical Report	Year 1 – After January admin Year 2 – After January admin Year 3 – After January admin
Web patrolling	Year 1 – 60 days, around a to be confirmed sitting Year 2 – 60 days, around a to be confirmed sitting Year 3 – 60 days, around a to be confirmed sitting
Exam Results Analysis	Year 1 – Post- September, January and May administrations Year 2 – Post- September, January and May administrations Year 3 – Post- September, January and May administrations
New Preparatory Tests	Year 2 – June 2026
New Blueprint	Year 2 – June 2026



SCHEDULE C– STATEMENT OF WORK – Migration and Onboarding

1. Scope of Work

1.1 Item Bank Migration

- a) Contractor will work with the existing provider to securely migrate the existing item bank to the Contractor’s platform, including performance and difficulty statistics and metadata tagging. This will include items at various stages of development, items with images and a separate bank for practice tests.

1.2 Onboarding and Training

- a) Contractor will provide support to the FDHRC for orientation to their platform and systems, and will train FDHRC personnel (including staff and volunteers) as required.



SCHEDULE D – 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 D and not otherwise defined herein shall have the respective meanings ascribed to them in the RFP.

The resulting Contract will include:

1. **Term** – The resulting Contract will, unless earlier terminated, have an initial term of three (3) years. The resulting Contract will also provide for two (2) one (1) year extensions of the term, which the FDHRC may exercise in its sole discretion no later than ninety (90) days prior to the expiry of the then-current term.
2. **Applicable Laws** – The resulting Contract will be governed by the laws of Ontario, and the laws of Canada applicable therein.
3. **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.
4. **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.
5. **Transition Services** – The resulting Contract will oblige the Contractor to assist the FDHRC, at the FDHRC's option, for a period of up to six (6) months in the orderly transition of the services from the Contractor to a successor vendor or the FDHRC upon the termination or non-renewal of the resulting Contract by the FDHRC. Any extension of the services under the resulting Contract will be at the same price and service levels in effect on the date of termination or non-renewal of the resulting Contract, and any transition services will be provided at reasonable rates, consistent with the charges in the resulting Contract.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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, including reducing any annual minimums specified in the resulting Contract. 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 Contractor.

12. **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.
13. **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.
14. **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.

