

August 8, 2023

Indigenous Anti-Racism Interpretation Guide for the Entry to Practice Canadian Competencies for Dental Hygiene (2021)

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 Time on August 23, 2023.

FDHRC Contact Email	exam@fdhrc.ca
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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 your community. This includes 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.

The Dental Hygiene Profession in Canada

Dental hygiene services include all interventions performed within the dental hygiene scope of practice directed towards attaining and maintaining optimal oral health for individuals and communities. In this context, the Dental Hygiene Process of Care is utilized to assess, diagnose, plan, implement and evaluate policies, processes, interventions, and outcomes. The utilization of each step, in progression of the dental hygiene process of care, is essential to the safe and effective delivery of dental hygiene services and programs.

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 31,000 registered dental hygienists in Canada with the highest numbers being in Ontario, Quebec and British Columbia.

Project Goals and Scope of Services

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 thorough exploration of 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 an



Indigenous anti-racism interpretation guide to strengthen understanding and support a cultural safe and anti-racist implementation of the EPCCoDH.

Project Description

While the review referenced above noted that there may be opportunity for some changes or amendments to the EPCCoDH from an Indigenous anti-racism lens, the recommendation was to instead develop an Indigenous anti-racism interpretation guide to accompany the EPCCoDH as a tool for understanding and implementing the competencies. This guide would be used by those within the profession (regulators, educators, students and registered dental hygienists) to support achievement of the competencies from an Indigenous anti-racism lens. It may also be used by members of the public to understand the expected competencies of their dental hygienist(s).

RFP Objective

The FDHRC is requesting proposals to develop and publish an Indigenous anti-racism interpretation guide for the EPCCoDH (“**Project**”). The intent of this request for proposals (“**RFP**”) is to solicit and receive proposals from prospective consultants (each, a “**Proponent**”) to perform the work and services for the Project.

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 FDHRC expects that the development process of the Project will include input from and consultation with Indigenous subject matter experts, including members of the public, as well as members of the profession.

Key Dates

RFP issued	August 8, 2023
Deadline to submit questions	August 22, 2023
Deadline to submit proposals	September 12, 2023
Anticipated date of notification to top ranked Proponent	October 23, 2023
Anticipated Project start date	December 2023

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

RFP Requirements

Proposals must be divided into two separate packages: (i) Package 1: Experience and Workplan; and (ii) Package 2: Financial. Proponents must provide thorough and detailed responses in all sections of its proposal.

Package 1 should include the following elements:



I. Experience

- a) Proponent's qualifications and experience. Proponent may wish to append a CV or bio;
- b) Proponent's familiarity and experience with regulators and/or organizations with a national mandate;
- c) Proponent's integration and application of measures that confront inequity, systemic racism and oppression in its work;
- d) if associated with a company, provide the company profile including core business and the length of time the company has been in business;
- e) if applicable, Proponent should include information on any affiliations with the oral health industry or profession;
- f) three (3) different professional references relevant to this project. Proponent to specify the role played in the project(s) completed with/for each reference. The FDHRC reserves the right to contact references in its evaluation process;

II. Workplan

- g) a proposed Project plan with methodology, timelines and budget. This methodology may include:
 - how Proponent or Proponent's team proposes collaborating with the FDHRC;
 - creating a steering group of experts;
 - completing an environmental scan and literature review;
 - how Proponent or Proponent's team proposes including Indigenous experts in the project;
 - seeking feedback on a draft, via surveys or interviews, for validation;
 - approval of a final report and Indigenous anti-racism interpretation guide; and/or,
 - activities to support implementation.
- h) confirmation of the Proponent's availability, and those of other staff resources (if applicable) that will be dedicated to this Project to complete the work. Proponent may wish to include their CVs or bios;

Package 2 should include the following elements:

III. Financial

- i) the proposed price for performing the work and services for the Project.

Proponents should identify and mark any trade secret or proprietary intellectual property in the proposal.



Evaluation and Award Process:

The FDHRC will first evaluate Package 1: Experience and Workplan for all Proponents. Once completed, the FDHRC will then evaluate Package 2: Financial for all Proponents.

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

I. Experience	Experience with similar organizations	10%
	Qualifications of Proponent	10%
	Knowledge and interpersonal skills as related to Indigenous anti-racism and anti-oppression	15%
	References	10%
II. Workplan	How the proposal meets the FDHRC's needs, including methodology	40%
	Clear and feasible milestones	15%

The criteria will be weighted to determine an overall score reflecting the assessed merit of each proposal.

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.

Submission of Applications

The RFP is posted on our website, www.fdhrc.ca, and can be downloaded from there directly as of August 8, 2023

Proponents to this RFP must submit proposals electronically by email. Proposals must be received no later than September 12, 2023 at 11:59pm Pacific Time. Responses should be clearly marked "RFP-Code of Ethics" and emailed to exam@fdhrc.ca.

Confidentiality

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



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

RFP Process Terms and Conditions

1. General Information and Instructions

1.1. Proponents to Follow Instructions

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

1.2. Language of Proposals

Submissions should be made in English 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 [insert time and date of Deadline for Questions] 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 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 FDHRCC, 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.

