Request for Proposals
Test and Learning Management Software-As-A-Service (SaaS) for the COTBC Quality Assurance Program

College of Occupational Therapists of BC (COTBC) Issue date: December 5, 2018

Closing Time: Proposals must be received **before** 2:00 p.m. **Pacific Time** on: January 15, 2019

SUBMISSION OF PROPOSALS: Proposals must be in English and must be submitted using the COTBC Online Proposal Form. As part of the submission process, the Proponent or person authorized by the Proponent must indicate the Proponent's intent to be bound, in accordance with the requirements set out in Section 2.2.

The confirmation of the proponent's intent to be bound will appear as follows:

By pressing SUBMIT, you, as the Proponent or authorized representative, are confirming that you are submitting a response to the referenced Request for Proposals, including any Addenda. By submitting a proposal you agree to all of the terms and conditions of the RFP including the following (please check all):

  a) I have carefully read and examined the entire Request for Proposals;
  b) I have conducted such other investigations as were prudent and reasonable in preparing the proposal; and
  c) I agree to be bound by the statements and representations made in the submitted proposal.

PROPONENT NAME: _____

NAME OF AUTHORIZED REPRESENTATIVE (IF APPLICABLE):_____

COTBC CONTACT:

Janetta Ozard, Manager, Office Operations and Finances
College of Occupational Therapists of BC,
402 – 3795 Carey Road, Victoria, BC V8Z 6T8
accounting@cotbc.org

PROPONENTS' MEETING:

A Proponents' meeting **will** be held before the Closing Time on:

December 17th, 10:00 a.m. Pacific Time
via Teleconference

Proponents wishing to attend the meeting must RSVP via the following link. Upon registering, the Proponent will receive the call information. A transcript or minutes of the meeting will be posted on COTBC's website. Attendance is **optional.** Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing, prior to the meeting, to the COTBC Contact. The College reserves the right to post questions and answers on the College's website.

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1 SUMMARY OF THE OPPORTUNITY

The College of Occupational Therapists of British Columbia (COTBC) is responsible for regulating the practice of over 2600 occupational therapists. Occupational therapists must be registered with the College to practise in British Columbia. COTBC operates under the *Health Professions Act (HPA)* to serve and protect the public. The Board of Directors comprises six, registrant-elected occupational therapists and three, government-appointed public members who carry out the College's responsibilities as outlined under the *HPA*, the *Occupational Therapists Regulation* and the *College Bylaws*. Further information is available on the College's website.

One of the ways in which COTBC meets its mandate is to provide a Quality Assurance Program (QAP) to promote high standards amongst occupational therapists [*HPA* 16(2e)]. The program is developed and delivered entirely online, except in those circumstances where accommodations are needed by the occupational therapists. The first cycle of the QAP is now complete and its current contracts are expiring within the next 6-9 months. At the June 2018 Board Meeting, COTBC staff were directed to issue a Request for Proposals (RFP) for its Test and Learning Management SaaS as the environment and choices available have expanded since it first embarked on its web-based QAP in 2011.

Further details as to the scope of this opportunity and the requirements can be found in Sections 3-9 of this RFP.

2 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

"**Addenda**" means all additional information regarding this RFP including amendments to the RFP;

"**Closing Location**" includes the location or email address for submissions indicated on the cover page of this RFP,

"**Closing Time**" means the closing time and date for this RFP as set out on the cover page of this RFP;

"**College or COTBC**" means the College of Occupational Therapist of British Columbia

"**Contract**" means the written agreement resulting from the RFP executed by the College and the successful Proponent;

"**Contractor**" means the successful Proponent to the RFP who enters into a Contract with the College;

"**COTBC Contact**" means the individual named as the contact person for the College in the RFP;

"**must**", or "**mandatory**" means a requirement that must be met in order for a proposal to receive consideration;

"**Proponent**" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

"**proposal**" means a written response to the RFP that is submitted by a Proponent;

"**Request for Proposals**" or "**RFP**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the College by Addenda; and

"**should**", "**may**" or "**weighted**" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

Prior to submitting the proposal online, the Proponent or person authorized by the Proponent must indicate the Proponent's intent to be bound, i.e., agree to the Terms and Conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

2.3 Submission of Proposals

a) Proposals, including all additional documents must be submitted and/or uploaded using the COTBC Online Proposal Form.

b) The following applies in using the COTBC Online Proposal Form:

 (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

 (ii) The maximum size of each attachment must be 10 MB or less (Proponents are solely responsible for ensuring that proposal submissions comply with any size and file type restrictions imposed by the Proponent's internet service provider);

 (iii) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents are solely responsible for ensuring that any attachments are not corrupted. The College may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

c) The College strongly encourages Proponents to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.

d) The Proponent bears all risk associated with submitting its Proposal, including but not limited to delays in transmission between the Proponent's computer and the College's Online Form.

e) The Proponent is strongly advised to contact the College Contact immediately to arrange for an alternative submission method if:

 (i) the Proponent's proposal submission is rejected by COTBC online process, or
 (ii) the Proponent does not receive confirmation of receipt of the submission within a half hour of the time the proposal was submitted.

An alternate submission method may be made available, at the College's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and

all attachments) submitted using an approved alternate submission method is received by the College before the Closing Time. The College makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

2.4 Additional Information

All Addenda will be posted on College website. It is the sole responsibility of the Proponent to check for Addenda on College's website.

2.5 Late Proposals

Proposals will be automatically marked with their receipt time upon pressing the submit button. Only complete proposals submitted before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the COTBC Online Proposal Form at the Closing Location will prevail whether accurate or not.

2.6 Proposal Validity

Proposals will be open for acceptance until 2:00 p.m. on January 15, 2019.

2.7 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

2.8 Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the College for purposes of clarification.

2.10 Conflict of Interest/No Lobbying

a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the College's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the College involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the College Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, or has declared any potential or actual conflict of interest, in respect of the RFP.

b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the College, including members of the evaluation committee and any elected officials of the College, or with the media, may result in disqualification of the Proponent.

2.11 Subcontractors

a) Unless the RFP states otherwise, the College will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The College will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the College's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the College involved in

preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the College Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the College.

2.12 Evaluation

a) Proposals will be assessed in accordance with the evaluation criteria. The College will be under no obligation to receive further information, whether written or oral, from any Proponent. The College is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

2.13 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the College within thirty days of notification of the successful Proponent, the College may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

2.14 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Unsuccessful Proponents may contact the College by telephone to inquire as to why their proposal was not successful.

2.15 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the College, if any. The Proponent will not claim damages, for whatever reasons, relating to the Contract or in respect of the competitive process.

2.16 Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

2.17 Liability for Errors

While the College has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the College, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

2.18 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the College in any way to award a Contract.

2.19 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.20 Legal Entities

The College reserves the right in its sole discretion to:

a) disqualify a proposal if the College is not satisfied that the Proponent is clearly identified;

b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the College that the Proponent has the power and capacity to enter into the Contract;

c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the College that it is the same legal entity that submitted the Proponent's proposal; and

d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and may decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the College's satisfaction.

2.21 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the College reserves the right, in its sole discretion:

a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;

b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;

c) to waive any non-material irregularity, defect or deficiency in a proposal;

d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;

e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the College, or any material error, omission or misrepresentation in the proposal;

f) at any time, to reject any or all proposals; and

g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

2.22 Ownership of Proposals

All proposals and other records submitted to the College in relation to the RFP become the property of the College and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to https://www.oipc.bc.ca/

2.23 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

2.24 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the College in order to obtain access to confidential materials relevant to preparing a proposal.

2.25 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

2.26 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the College with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the College. Such written consents should specify that the personal information may be forwarded to the College for the purposes of responding to the RFP and used by the College for the purposes set out in the RFP. The College may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the College.

3 SITUATION/OVERVIEW

3.1 Governance Structure

The Quality Assurance Program is managed by the COTBC Quality Assurance Program Director with oversight by the Quality Assurance Committee (QAC). The QAC reports to the College Board; the director reports to the Registrar/CEO who in turn reports to the College Board. Item writers are appointed by the QAC for two-year terms. There is also an Exam Technical Panel that oversees the scoring of the exam and exam incidents (often referred to as a Board of Examiners in other settings). See Figure 1 below.

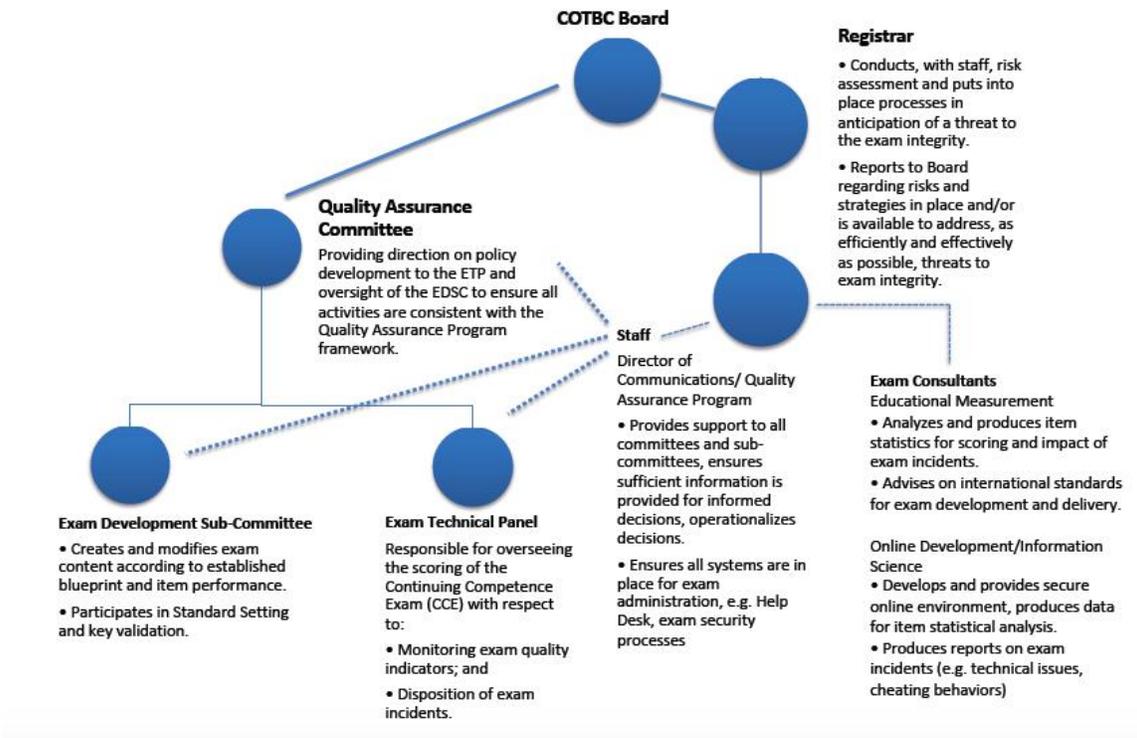*Figure 1: Governance Structure for COTBC Continuing Competence Exam*

More information on the QAP can be found on the College website.
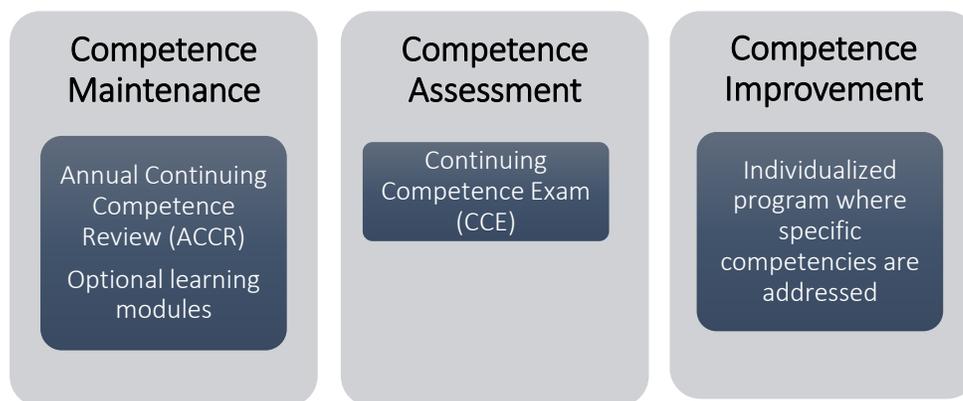
3.2 Background

3.2.1 QUALITY ASSURANCE PROGRAM (QAP)

Goal: The public will have assurances that occupational therapy is delivered at a consistently high standard of quality by all occupational therapists throughout the province.

Purpose: To support occupational therapists with information, learning opportunities (including assessment and feedback), and resources so they may maintain and enhance their continued competence, and meet professional standards.

The current QAP framework consists of the following three elements:

Competence Maintenance	Competence Assessment	Competence Improvement
Annual Continuing Competence Review (ACCR) Optional learning modules	Continuing Competence Exam (CCE)	Individualized program where specific competencies are addressed

3.2.1.1 COMPETENCE MAINTENANCE

The first element supports occupational therapists' continued competence and must be completed annually for registration renewal. Part one of the Annual Continuing Competence Review (ACCR) includes a self-review of currency hours, roles, transitions, and supports to competence; part two is a practice quiz focused on recent or emerging practice changes related to legislation or evidence-based care. Upon completing the review, registrants receive an online feedback report detailing their responses to part one and the correctness of their answers in part two along with links to practice resources to enable further learning. The College receives only aggregate, redacted data.

To date two, self-paced learning modules (LM) have been developed: (1) Ethics in Daily Practice and (2) Communications. The standard outline includes:
- Introduction
- Learning Objectives
- Pre- and post-quiz (case based with a variety of question types)
- Learning content (text, images and audio clips)
- Decision-making tool (reflective tool requiring constructed response)
- Submission page
- Feedback report (answers and links to resources for further learning)
- User evaluation survey (optional)

3.2.1.2 COMPETENCE ASSESSMENT

The second element of the QAP is the Continuing Competence Exam (CCE). It is an online test that uses cases and questions to assess the occupational therapist's reasoning and decision-making with regards to critical practice issues. The CCE is criterion-based and the results are used to measure whether an occupational therapist meets the essential standards of occupational therapy practice in BC or requires an improvement program.

Occupational therapists take the CCE every 6 years as part of their registration renewal requirement. The majority of the registrants (approximately 1800) participated in the first administration of the CCE in January 2016. The next sitting of the CCE is currently scheduled for 2022. It is anticipated that a portion of the registrant base will take the exam that year. Booking their exam session is done online. The majority of occupational therapists took the exam on their own (or employer's) device; some preferred a testing centre. The CCE is proctored. Accommodations were needed for approximately 15 registrants. These consisted of allowing more time to write the exam, adjusted seating/computer set-up, and provision of paper tests. We anticipate that in the future we may need to provide the exam orally for visually impaired registrants.

Test items for both the ACCR and the CCE are written and reviewed by subject matter experts using an online collaborative writing space. Standard Setting (as per a modified Angoff procedure) and blueprinting of test items are also conducted online. The program blueprint is currently under review. Individual exam results include a feedback report mapped to the program blueprint.

In the 2016 CCE data was exported and sent to an independent psychometrician for analysis.

3.2.1.3 COMPETENCE IMPROVEMENT

Competence Improvement, the third element of the QAP, applies only to those registrants who are unsuccessful on the CCE after two attempts. Competence Improvement (CI) is an individualized and focused program of learning, teaching and assessment. Occupational therapists participating in Competence Improvement are assigned a confidential and secure online working place where they are able to: (1) review their Practice Enhancement Plans and submit their learning contract; (2) monitor their progress, and (3) post and receive feedback on their learning activity submissions.

3.2.2 COTBC QAP SCHEDULE

QAP Element	Six Year Schedule					
	2018	2019	2020	2021	2022*	2023
ACCR (annual requirement)						
LM (when required)						
CCE (required every 6 years)						
CI (post CCE, if unsuccessful)						

* If only a portion or segment of registrants take the CCE in 2022, the other segment will be required to complete the ACCR as in other years. The CCE may then be held again the following year, or bi-annually, or every three years for other registrant segments. This is under review.

4 SCOPE

The College is seeking qualified, knowledgeable and experienced providers to supply the College with a Test and Learning Management SaaS as the environment for delivery of the Quality Assurance Program (QAP). As stated in the Section 3.2, Background, the QAP is divided into three components:

a) Competence Maintenance (annually)
- Delivery of an on-line module which consists of a series of questions regarding factors affecting competence and a practice quiz.
- Delivery of learning modules which includes both pre- and post-quiz questions.
- Respondents receive immediate results and links to resources.
- College receives anonymized, aggregate results.

b) Competence Assessment (biannually or every 3 years)
- Delivery of an on-line, case-based examination (Continuing Competence Exam), using a variety of question types.
- College receives reports with respect to all aspects of examinee's performance and factors that may affect their scores.
- Examinees book their exam session and receive exam results online.

c) Competence Improvement (biannually or every 3 years)
- Delivery of an individualized and focused program of learning, teaching and assessment to those registrants that were unsuccessful on the Continuing Competence Exam after two attempts

5 TERM

It is anticipated that the term of the contract will be to the end of 2022 with the possibility of two, 2 year renewal terms.

6. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 9.1 (Mandatory Criteria) of the RFP.

6.1 Experience and Qualifications

6.1.1 RELEVANT EXPERIENCE

The winning proponent should have considerable experience in delivering Test and Learning Management Software-as-a-Service for programs similar to COTBC QAP as described in this proposal. Using the COTBC Online Proposal form you will be asked to provide the College with the following information:

a) Company Overview: A short description of your company, its history and profile

b) Competitive Advantage: Qualities, service and attributes that distinguish you from others in the same industry and that give you a competitive advantage

c) Customer Base: An overview of your customer base, highlighting those that are in the Canadian regulatory, health care and public sector industry and provide details of the services you provide to them (please limit your examples to a minimum of three (3) and a maximum of five (5) in the last seven (7) years).

d) Previous Projects: The proponent and any subcontractors of the Proponent included in its proposal should have delivered a minimum of three (3) projects in the past seven (7) years providing services of a similar scope and complexity as set out in Appendix B - Function and Services. Please provide a minimum of three (3) and a maximum of five (5) examples of projects completed in the last seven years (include the following details: project scope, duration, planning, implementation, staffing, successes and challenges). Proponents are encouraged to provide examples that were undertaken on behalf of the references provided in Section 6.1.4.

6.1.2 HUMAN RESOURCING

The winning proponent should have a staff complement with the commensurate skills and experience to deliver the QAP. Using the COTBC Online Proposal form you will be asked to provide the College with the following information:

a) Account/Project Manager: Summary of qualifications on the Account/Project Manager who would be dedicated to the College as a single point of contact (including years of experience, certifications, specialties and other relevant qualifications)

b) Project Team: Summary of qualifications for the key members of the project team that will be tasked with carrying out the RFP deliverables (include years of experience, certifications, specialties and other relevant qualifications)

c) Psychometrics: Provide information how your firm plans to address psychometrics (e.g. staff psychometrician, external psychometrician that the firm contracts with, or willingness to work COTBC contracted psychometrician). Please include any relevant information regarding working relationships, years of experience, certifications and other relevant qualifications).

6.1.3 CONFLICT OF INTEREST

Using the COTBC Online Proposal Form you will be asked to declare and describe any perceived, potential or actual areas of conflict of interest that may exist with the provision of these services to COTBC.

6.1.4 REFERENCES

Using the COTBC Online Proposal Form Proponents **must** provide a minimum of three (3) references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The College may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The College reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with

the College or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the College's reservation of rights under Section 2.2, if the Proponent is deemed unsuitable by the College in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

6.2 Approach

6.2.1 FUNCTION AND SERVICE REQUIREMENTS

Please provide, using the COTBC Online Proposal Form, how you will provide a secure, password protected web-based environment for the following:

1. **Booking and Login Processes**
   For occupational therapists to book their learning or testing events, login to participate at multiple times, and review their results over time.

2. **Content Creating and Curation**
   For writing/reviewing and revising cases/questions in collaborative test-development teams.

3. **Content Delivery**
   For active learning, including formative and summative assessments using a variety of instructional and assessment methods.

4. **Learner Analytics**
   For measuring, collecting, analysis and reporting of data about learners and their contexts, for purposes of understanding and optimizing learning and the environments in which it occurs.

5. **Administration**
   For managing the administration of the online components of the Quality Assurance Program.

6. **Security**
   For meeting FIPPA requirements and protecting the intellectual property of COTBC.
   - Learner Security
   - Content Security
   - Test Security
   - Secure Access
   - Data back-up procedures and methods
   - Assurances re: all test items and related content remaining the intellectual property of COTBC
   - Assurances and descriptions of how individual and summary data remains private.

Additional details are listed in Appendix B: Function and Service Requirements. Proponents must complete the Function and Service Requirement check-list (as part of the online form) for their proposal to be considered. For each criterion they must indicate if the function is:

a) fully available; or
b) unavailable and development is required which may affect cost and timing; or
c) not possible for development.

Please note that these are the functions and services we are considering but we invite creative and cost effective means to achieving these.

Proposals will be evaluated on the availability and the relevance/importance to the Quality Assurance Program. If customization and/or development is required, you should provide an estimate of cost and timelines for delivery under Section 6.4 Price.

6.2.2 PROJECT MANAGEMENT & IMPLEMENTATION/TRANSITION SERVICES

The College is looking for a provider to help facilitate a comprehensive and seamless transition. This section of the proposal will be rated based on completeness, logical approach, and expedient processes. The methods described should include:

1. Communication and collaboration.
2. Preparation and maintenance with a detailed project plan and schedule including activities, role/task assignments for both the Proponent and the College, milestones and time estimates.
3. Identification of risks and assumptions for deployment and how these will be managed.
4. Review of project tasks, schedules and resources and making changes or additions, as appropriate, and measuring and evaluating progress against the project plan.
5. Description, by example, of corrective action taken during an implementation.

6.2.3 SERVICE, MAINTENANCE, SUPPORT AND TRAINING

The Proponent should include the types of services provided, service levels, maintenance and support and any value-added services. The type and breadth of training and documentation that will be provided should also be included in the proposal. Specifically:

1. Pre-testing prior to go-live (e.g. load testing for peak periods)
2. Resolving performance issues, functionality shortcomings and errors
3. Promoting solution components to the production environment
4. Supporting go-live and post go-live activities
5. Preserving continuity and restoring functionality in the event of a systems failure during test administration
6. Training in the variety of roles used with COTBC including: system administration, test item developer, test item reviewer, item/test form administrator, test taker, proctor/observer
7. Producing an Application Administrators Guide that describes the product technically, provides instruction for how to maintain/change implemented components, and provides instruction for regular solution monitoring and maintenance required
8. Supporting the production of User Guides that describes how the end-user (learner/test taker) would use the system (how to login, use the dashboard, etc.)
9. A four year support plan for on-going maintenance support

6.3 Timeline

All proponents should provide a timeline with project milestones for all of the requirements under section 6.2. Please note any additional time that is required for customization and development.

6.4 Price

Prices quoted will be deemed to be:

a)   in Canadian dollars;

b)   inclusive of duty, FOB destination, and delivery charges where applicable; and

c)   exclusive of any applicable taxes.

Proponents should include all costs including, but not limited to, all software licences, operational support, professional services (including any customization or development costs that the proponent expects the College to pay for), maintenance, implementation, training, migration, third-party licensing and sub-licencing etc.

7. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation. The COTBC Online Proposal Form is designed to structure your proposal to facilitate the evaluation. The Proponent is solely responsible for completing the online form and ensuring that the College receives a complete proposal, including the uploading of any required documents.

8. EVALUATION

Evaluation of the proposal will be conducted by the RFP Advisory Panel. The panel is made up of the Deputy Registrar, Manager of Office Operations and Finance, two members of the College Board one of whom is a public appointed representative and the other elected by the registrants, and the Registrar/CEO of another Health Professional Regulatory college.

Subject Matter Experts (SME) will be used as the Advisory Panel deems necessary (Quality Assurance Program Director, Educational Measurement Consultant and others as requested by the panel).

The College's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and who has the highest overall ranking. Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria, interviews, demonstrations and/or software sandbox trials.

After the interviews, demonstrations and/or trials are completed, the evaluation team rescores and convenes again. The Proponent with the highest score will be awarded the contract. If there is a tie, all Proponents with the same score will be invited to attend a meeting (live or virtual) where a random selection process occurs. The contract is awarded to the Proponent who is selected.

8.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The proposal must be received before the Closing Time.
The proposal must be in English.
The proposal must be submitted using the COTBC Online Proposal Form. Any uploaded documents must be indicated in the proposal form and submitted in accordance with Section 2.3.
As part of submission process, the Proponent or person authorized by the Proponent must indicate the Proponent's intent to be bound, in accordance with the requirements set out in Section 2.2.
The proposal must include three (3) references in accordance with Section 6.1.4
Completed FIPPA Assessment Form (see Appendix A)
Completed Function and Services Availability Checklist (see Appendix B)

8.2. Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria

Criteria	Weight
1. Experience and Qualifications	10
2. Functional Requirements	35
3. Security	15
4. Project Management & Implementation Services (includes timing)	10
5. Service, Maintenance, Support and Training	10
6. Pricing	20
Total	100

8.3. Interviews and Demonstrations

The highest ranked proponents will be shortlisted. Shortlisted proponents may be asked to attend an interview, provide a demonstration of their product(s), and/or provide a product "sandbox" for evaluators and subject matter experts to trial. Shortlisted proponents will be given 10 days' notice of interview dates and times, and the dates when the sandbox should be available for the trials.

8.4 Final Evaluation

Final Evaluation	Weight
Rescore of items 1-6 above	80
Demonstration/Sandbox evaluation (short list candidates only)	20
Total	100

Appendix A - FIPPA Assessment Form[1]

The *Freedom of Information and Protection of Privacy Act* (FIPPA) requires that COTBC, and any service provider to it stores, collects, accesses, uses and discloses Personal Information (as defined in FIPPA) only as set out in FIPPA. In addition to other requirements, FIPPA requires that Personal Information is stored, accessed, used and disclosed inside Canada **only**, except in limited circumstances.
Further information is available regarding FIPPA requirements is at:
http://www.cio.gov.bc.ca/cio/priv_leg/foippa/index.page

1.0	MANDATORY PROTECTION OF PRIVACY REQUIREMENTS:	
1.1	The Respondent can comply with the requirements with respect to protection of personal information set out in the *Freedom of Information and Protection of Privacy Act* (**FIPPA**)	☐ Yes ☐ No
1.2	All physical files are secured with physical safeguards (such as locked file cabinets) in an area that is not accessible to the general public or clients.	☐ Yes ☐ No
1.3	All computers and other electronic devices used to access personal information are password-protected for specific users with appropriate level of security, and access to single files with Personal Information will be available only on a need to know basis.	☐ Yes ☐ No
1.4	Personal information collected, accessed or disclosed for the purposes of performing the services, other than personal information required for payment, will be stored, accessed, used and disclosed within Canada only.	☐ Yes ☐ No
2.0	ADDITIONAL INFORMATION:	
2.1	If a corporation, are 50% or more of the voting shares of the Respondent owned by an entity outside of Canada?	☐ Yes ☐ No ☐ N/A
2.2	If a corporation, is there another entity outside of Canada that has have the same parent company or is controlled by the same person as the Respondent? If yes, please provide names and relationships as an attachment to your submission.	☐ Yes ☐ No ☐ N/A If Yes, confirm you have attached this information to your submission. ☐ Yes ☐ No
2.3	The Respondent has policies that address the collection, correction, storage, disclosure, security, retention and disposal of Personal Information, and includes a privacy breach of protocol. Attach a copy of policy(ies).	☐ Yes ☐ No ☐ N/A If Yes, confirm you have attached this information to your submission. ☐ Yes ☐ No

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[1] Based on the WorkSafe BC call for proposals form

Appendix B – Function and Services Requirements

1.0	**Booking and Login Processes** Provides a secure, password protected web-based environment for occupational therapists to book their learning or testing events, login to participate at multiple times, and review their results over time.
1.1	Supports a booking process for OTs
1.2	Supports a booking process for proctors
1.3	Email merges invites, tracking, reporting, final results page for applicant
1.4	Tracks/allows return attempts as defined by QAP element
1.5	Tracks individual history
1.6	Booking site can be 'skinned' with organization-specific brand
1.7	Single login ID transitions from parent website to test (vs. requiring logging into a specific test site) – allows user to login on a parent website and click through to the test administration site without logging in a second time

2.0 Content Creation and Curation Provides a secure, password protected web-based environment for writing/reviewing and revising content, cases/questions, in collaborative, development teams.
2.1 Allows for content development
2.2 Provides method(s) for bulk upload of content and items from .txt or .docx or .xlsx or .csv
2.3 Allows basic question types: single correct/multiple-correct, structured responses
2.4 Allows for advanced question types: true-false, sorting/matching, ranking, drag and drop, "hot spot"
2.5 Allows for Likert scales
2.6 Allows option for randomized items (cases)
2.7 Allows option for randomized response options
2.8 Allows blueprinting/tagging (of several dimensions) of content and at question level for test items
2.9 Allows indication of correct answer(s) for automatic scoring
2.10 Allows for links to references in content
2.11 Allows for links to references at question level (to support correct answers)
2.12 Allows use of italics and bold, color, etc.
2.13 Supports graphics in content delivery
2.14 Supports videos in content delivery
2.15 Supports graphics in test item case, question and answers
2.16 Supports videos in test item case, question and answers
2.17 Tracks authorship
2.18 Tracks reviewers
2.19 Tracks revisions/stages of item development
2.20 Tracks item "clones", i.e. enemy items/cases
2.21 Provides preview of content, entire case, question and answers of test items
2.22 Allows for comments/responses related to content, case, question and answer
2.23 Allows email alerts when review is needed and when completed
2.24 Generates reports on content/item development (e.g. number of items ready for review, number of items blueprinted to X dimension)
2.25 Allows variable scoring (e.g. extra credit, partial credit)
2.26 Allows for standard setting of test items including storage of raters and scores
2.27 Stores item performance statistics for each use of item
2.28 Allows for equating tests
2.29 Includes FAQs or online guide to orient new writers

3.0 Content Delivery   Provides a secure, password protected web-based environment for active learning, including formative and summative assessments using a variety of instructional and assessment methods.
3.1 Supports gathering of demographic items (name, location, title, etc. as defined by the content or test)
3.2 Provides space for collaborative learning activities
3.3 Provides space for active synchronous learning activities
3.4 Allows for storage of, or recording of participation in learning activities
3.5 Manages individual scores (pass/fail)
3.6 Capable of providing user immediate pass/fail feedback
3.7 Provides user who fails areas for improvement by test blueprint
3.8 Provides user with feedback reports over time, including graphics that illustrate trends in their data.
3.9 Provides the option of whether to give feedback or right answers to questions missed or not
3.10 Provides certificate/documentation when a pre-determined pass score has been met
3.11 Allows for use of multiple versions of same question in different test versions (forms) including paper
3.12 Option to present test items as a list or each case/question on its own screen.
3.13 Option to prevent test taker from over selection of response options per question.
3.14 Option to divide assessment into sections and make answering questions in one section mandatory
3.15 Provides option whether to allow navigation within site (go back to previous question)
3.16 Allows access to approved online media and websites within questions
3.17 Allows multiple-test versions and "batteries" (e.g., pre-test, test, post-test survey)
3.18 Allows timed testing (as defined by test) that can be set for individual test takers
3.19 Displays an elapse timer or progress bar
3.20 Returns to place where user ended last session (or not – as defined by QAP element)
3.21 Jumps questions or sections based on answers (allows variable testing based on answer)
3.22 Tracks specific tests assigned to user and allows user to be assigned multiple tests
3.23 Delays display of overall scores to test-taker when part of test requires manual scoring (essay)
3.24 Allows tests to be exported in an editable document format (e.g., .doc, .rtf) for paper-based administration in special cases
3.25 Has capability to link directly from test submission page to test taker survey for providing feedback to provider about the users experience

4.0 Learner Analytics   Provides a secure, password protected web-based environment for measuring, collecting, analysis and reporting of data about learners and their contexts, for purposes of understanding and optimizing learning and the environments in which it occurs.
4.1 Supports same or next-day raw data export to a matrix in preferred file format (e.g. comma separated values or tab delimited files) for additional analysis
4.2 Provides routine reports including cross tabulation of demographic items, and item analysis
4.3 Allows data capture of the amount of time spent on learning activities, and individual items and cases
4.4 Provides built-in reports on case, item or blueprint category responses
4.5 Provides built-in statistical analyses by response option, item and case
4.6 Allows adjustments to the scoring key and re-score of an exam (e.g. post key validation) including updating test taker results and data analyses
4.7 Allows for uploading individuals results and reports from previous administrations

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5.0 Administration

Provides a secure, password protected web-based environment for managing the administration of the online components of the Quality Assurance Program.

5.1 Provides role-based administration functions and allows one individual to have many roles
5.2 Has protocol to add, drop and switch users roles
5.3 Includes a System Administrator role
5.4 Includes a Test item developer role
5.5 Includes a Test item reviewer role
5.6 Includes an Item/Test Form Administrator
5.7 Includes a Test-taker
5.8 Includes a Proctor/observer role
5.9 Provides user manuals/online help/FAQs resource

6.0 Security Features

Provides methods of meeting FIPPA requirements and protecting the intellectual property of COTBC.

6.1 Each test-taker has a unique login ID
6.2 Protects and keeps confidential test takers' individual results
6.3 When needed, protects and keeps confidential test takers' individual results from the College (College only access aggregate data)
6.4 Allows code for access along with unique login ID
6.5 Times out when no action is taken once signed in, during the learning activity or test-taking.
6.6 Allows user to logout and return (or not – as defined by QAP element)
6.7 Provides options that can be turned on or off for retakes (e.g., number of minutes, hours, or months until retake is allowed)
6.8 Methods to prevent content theft and cheating during content or test delivery
6.9 Includes data back-up procedures and methods.
6.10 Provides assurances that all content remains the intellectual property of COTBC and secures proprietary information to prevent authorized access, use, disclosure or disposal
6.11 Includes descriptions of how individual and summary data remains private and not used in anyway by the SaaS provider unless written permission is provided by COTBC

Schedule A – Privacy Protection

Definitions

1) In this Schedule,
   a) "**FIPPA**" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
   b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
   c) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between COTBC and the Contractor dealing with the same subject matter as the Agreement.

Purpose

2) The purpose of this Schedule is to:
   a) enable COTBC to comply with its statutory obligations under the FIPPA with respect to personal information; and
   b) ensure that, as a service provider, the Contractor complies with its statutory obligations under FIPPA with respect to personal information. It is the Contractor's obligation to ensure that it is aware of all of its obligations under this Schedule and FIPPA.

Collection of personal information

3) Unless the Agreement otherwise specifies or COTBC otherwise directs in writing, the Contractor:
   a) may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement;
   b) must collect personal information directly from the individual the information is about; and
   c) must tell an individual from whom the Contractor collects personal information:
      i) the purpose for collecting it;
      ii) the legal authority for collecting it; and
      iii) the person designated (the "FIPPA Designate") by COTBC to answer questions about the Contractor's collection of personal information is the Registrar/CEO of COTBC, 402 – 3795 Carey Road, Victoria, BC V8Z 6T8, (250) 386-6822, email kcorbett@cotbc.org

Accuracy of personal information

4) The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or COTBC to make a decision that directly affects the individual the information is about.

Requests for access to personal information

5) If the Contractor receives a request for access to personal information from a person other than COTBC, including a foreign demand for disclosure as defined in FIPPA, the Contractor must immediately contact the FIPPA Designate for instructions.

Correction of personal information

6) Within 5 business days of receiving a written direction from COTBC to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction and advise COTBC when the correction is completed.

7) If the Contractor receives a request for correction of personal information from a person other than COTBC, the Contractor must promptly advise the person to make the request to the FIPPA Designate as set out in section 3(c).

Protection of personal information

8) The Contractor must protect personal information against such risks as unauthorized access, collection, use, disclosure or disposal by making reasonable security arrangements, including encryption. Personal information shall be kept according to COTBC standards or in the case where the Contractor has a professional governing body/college, according to those standards unless COTBC standards are higher. COTBC has exclusive jurisdiction to determine if security arrangements are adequate. Transferring the physical custody of personal information to the Contractor for the purposes of the Agreement does not equate transfer of control. Access, use, disclosure, destruction and integrity of the information remains in the control of COTBC. The Contractor must immediately notify the FIPPA Designate of any breach or suspected breach of its obligations.

Storage and access to personal information

9) Unless COTBC otherwise directs in writing or the Agreement specifically provides otherwise, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Breach Notification and investigation

10) The Contractor agrees to cooperate and assist in any public body investigation of a complaint that personal information has been used or disclosed contrary to FIPPA or to this Agreement.

Retention of personal information

11) Unless the Agreement otherwise specifies or as required by law, the Contractor must retain personal information until directed by COTBC in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

12) Unless COTBC otherwise directs in writing, the Contractor may only use personal information if that use is:
   a) for the performance of the Contractor's obligations or the exercise of the Contractor's rights under the Agreement;
   b) limited in access to only those employees, contractors and agents of the Contractor where such access is necessary to carry out his/her duties, and only to the extent necessary.

Disclosure of personal information

13) Unless COTBC otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than COTBC if the disclosure is for the performance of the Contractor's obligations or the exercise of the Contractor's rights under the Agreement.

14) Unless the Agreement otherwise specifies or COTBC otherwise directs in writing, the Contractor must not disclose personal information outside Canada except as expressly permitted by COTBC in writing.

Inspection of personal information

15) In addition to any other rights of inspection COTBC may have under the Agreement or under statute, COTBC and/or the BC Information and Privacy Commissioner (the "Privacy Commissioner") may at any reasonable time and on reasonable notice to the Contractor enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule. The Contractor must permit such access, provide reasonable assistance, and institute any recommended changes arising from any such inspection.

Compliance with FIPPA and directions

16) The Contractor must in relation to personal information comply with:
   a) the requirements of FIPPA applicable to the Contractor as a service provider, including any applicable order of the Commissioner under FIPPA; and
   b) any direction given by COTBC.
   If a provision of the Agreement or any direction given by COTBC under this Schedule conflicts with a requirement of FIPPA or an applicable order of the Privacy Commissioner, the conflicting provision of the Agreement or direction will be inoperative to the extent of, and limited to the duration of, the conflict.

17) The Contractor acknowledges that it is familiar with the requirements of FIPPA that are applicable to it as a service provider.

18) In the event the Contactor has employees, subcontractors and/or agents involved in the performance of the Agreement, the Contractor agrees to require each of them to attend an annual Freedom of Information Training seminar.

Notice of non-compliance

19) If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify COTBC of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Interpretation

20) In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

21) The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction, including a jurisdiction outside Canada.