

REQUEST FOR PROPOSALS

Online Jurisprudence Seminar and Exams

Introduction

The College of Optometrists of Ontario (“College”) is inviting proposals from organizations interested in the development and implementation of an online Jurisprudence seminar and examination for applicants for registration as optometrists in Ontario.

This Request for Proposals (RFP) is an invitation to organizations to submit proposals. In this RFP, the organization submitting the proposal is the “respondent.”

Background

Established in 1919, the College is the regulatory authority responsible for registering (licensing) and governing optometrists in Ontario. The College’s authority and the limitations of its powers can be found in legislation including the *Regulated Health Professions Act, 1991*, and the *Optometry Act, 1991*. The College has the legislated duty to protect the public interest and the goal of all our activities is to ensure that patients have access to safe, ethical and high quality optometric care.

Currently, the College administers two in person Jurisprudence seminars and six Jurisprudence exams annually, which are all currently held in Toronto. Two exam administrations, one in the spring and one in the fall, are accompanied by a one-day seminar; the other four exam administrations are offered without the seminar. The Jurisprudence exam is “open book.” Candidates are permitted to use any written resource materials, including the College Jurisprudence binder, during the examination. However, they are not permitted to access the Internet, nor confer or exchange notes with any other candidate or person during the examination. Each exam consists of 60 multiple-choice questions which must be completed within two hours. Once the applicant pays the application fee of \$420 plus HST, the College provides the applicant with a physical Jurisprudence resource binder. The applicant has the choice of registering for a Jurisprudence seminar at no extra fee prior to challenging the Jurisprudence exam. Sometimes, a member is referred by a committee of the College (i.e., the Inquiries, Complaints, and Reports Committee (ICRC)), to write the Jurisprudence exam as a form of remediation. A passing grade is 70% on the Jurisprudence exam.

Proposals for Online Jurisprudence Seminar and Exams

Scope of Work

Proposals are being requested for the development and implementation of online Jurisprudence seminars and exams as described below:

A. Jurisprudence Seminar

- Using the existing College Jurisprudence seminar content and other materials supplied by the College, determine the best approach for the delivery of the content in an e-learning (online) format.
- Using best practices in adult online learning, integrate appropriate software, accommodate audio, including voiceover, and image development (source, design, or create illustrations, charts, diagrams, or videos), to ensure that the online seminar is interactive.
- The online seminar is to be designed to enable College staff to make content updates easily which may result in corresponding changes in the online exam content.
- The specifications of the online seminar are to conform to the Sharable Content Object Reference Model (SCORM) 2004 version, not to include any restrictions within the seminar for the number of attempts, and to require 'linear' completions.
- The format will be such that an applicant or member would need to complete the online seminar before challenging the exam unless the College indicates otherwise by flagging, for example, the member. Flexibility is to be built in the system to ensure easy implementation. Also, the applicant or member should be able to leave the online seminar and return to the point where they left off.

B. Jurisprudence Exam

- Using best practices in online assessment methods and exam reliability and security, develop an assessment approach for the online Jurisprudence exam. The examination proposal is to include a detailed explanation of the recommended exam question turnover rate and how exam questions will be refreshed for each exam administration, in addition to how the exam reliability and validity will be determined and maintained for every exam administration in the future.
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Service Provider

The described services are to be provided by one organization. The proposal is to include details on the service provider team members' background knowledge and experience. The proposal is also to provide clear evidence of the service provider's technical capacity and proven experience to deliver the described services.

The submission is to include a work plan with proposed timelines for implementation, the service provider's staff assigned responsibilities, and detailed explanations of how the RFP requirements will be achieved.

Statement of Work

The service provider will undertake two main activities: A) development and implementation of the online Jurisprudence seminar and B) development and implementation of the online Jurisprudence examination.

Deliverables

A. Online Jurisprudence Seminar Development and Implementation

In developing the online Jurisprudence seminar, the service provider will pilot the online seminar to ensure that it is suitably interactive and that it covers the necessary material. The pilot phase is to allow for any adjustment in the seminar development without incurring additional costs to the College.

A clear timeline commencing as early as the winter 2018, must be provided. The online Seminar, once partially or fully developed, remains the sole property of the College. The service provider will consult regularly with the College during the development and implementation phases. The service provider will deliver, in addition to a fully developed, piloted, and validated examination, an interim report on progress on all work activities, and a final report outlining the online seminar's details and costs.

B. Online Jurisprudence Examination Development and Implementation

In developing the online Jurisprudence examination, the service provider will pilot the online examination using best practices in online assessment methods and exam reliability and security. The pilot phase is to allow for any adjustment in the seminar development without incurring additional costs to the College. The service provider is to provide the College with a suitably formatted and printable assessment report for each candidate as well as an overall candidate report for each exam administration which clearly indicates the questions which were changed for that exam administration. The services of a psychometrician are to be used on a regular basis for the purposes of ensuring continuous review and validation of the exam.

Specifically, the service provider will undertake the following activities:

1. Include a process for regularly reviewing exam questions to ensure that they test appropriately for candidate knowledge and skills, in addition to developing new questions for different exam administrations.
2. Develop a process for initial and continuing validation of assessment tools in addition to other quality measures to ensure that the exam remains robust.
3. Develop a process to flag and update the exam content as a result of changes made to the seminar content.
4. Implement steps to minimize exam breaches.

5. Recommend and develop exam policies in consultation with the College, prior to administering the online examination.
6. Establish initial and annual operating budgets to maintain a valid and reliable online Jurisprudence exam.
7. Outline the service provider's and the College's responsibilities.

Questions to be answered in the proposal are to include:

1. What are the costs of developing and administering the online Jurisprudence exam?
2. How will candidates be informed about the results of their exam performance?
3. What feedback would be given to candidates about their exam performance?

The service provider will consult regularly with the College and as required during the development and implementation activities. The service provider will propose implementation dates and provide the College with an annual report on the examination administrations conducted including any challenges faced. The College is to be notified immediately of any potential exam breaches and make recommendations to resolve them.

Terms and Conditions

1. All submitted proposals will become the property of the College and will not be returned to the respondents.
2. All information provided by or obtained from the College in any form associated with this RFP either before or after the issuance of this RFP:
 - a. is the sole property of the College and must be treated as confidential;
 - b. is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
 - c. must not be disclosed without prior written authorization from the College; and
 - d. shall be returned by the respondents to the College immediately upon the request of the College.
3. All proposals must include an agreement on the confidentiality of the work to be conducted as it relates to the candidates and the College.
4. All proposals must include a statement that the individuals involved in providing services in the proposals are free from any conflict of interest that may compromise the integrity of the services to be provided.
5. All proposals must explain how English and French-speaking applicants will be provided with services, including provision for offering the exam in both official Canadian languages.
6. The College and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general size of the work.
7. The organization submitting the proposal, otherwise known as the “respondent”, shall bear all costs associated with or incurred in the preparation and presentation of its proposal including, if applicable, costs incurred for travel expenses associated with, preparation for, and attending interviews and/or demonstrations.
8. All provisions of this RFP are deemed to be accepted by each respondent and incorporated into each respondent's proposal.

9. The College shall have the right to terminate any contract awarded to a respondent without compensation if the College determines that the respondent submitted any inaccurate or incomplete information to the College. This right shall be in addition to any other remedies the College may have in law or in equity

10. The College shall have the right to terminate any contract awarded to a respondent at any time and for any reason upon providing thirty (30) days written notice to the respondent. And, the College will compensate the respondent for any deliverables provided by the respondent up to the date of the notice of termination.

11. The College reserves the right to:
 - a. make public the names of any or all respondents;

 - b. request written clarification from any respondent and incorporate a respondent's response into the respondent's proposal;

 - c. assess a respondent's proposal on the basis of:
 - i. a financial analysis determining the actual cost of the proposal when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);

 - ii. information provided by references;

 - iii. the respondent's past performance on previous contracts;

 - iv. any information provided by a respondent in relation to this RFP process;
or

 - v. other relevant information that arises during this RFP process;

 - d. waive formalities and accept proposals which substantially comply with the requirements of this RFP;

 - e. verify with any respondent or with a third party any information set out in a proposal;

 - f. check references other than those provided by any respondent;

 - g. solely determine whether any situation or circumstance constitutes a conflict of interest;

- h. disqualify any respondent and/or rescind any contract awarded to a respondent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- i. disqualify any respondent or the proposal of any respondent who has engaged in conduct prohibited by this RFP;
- j. make changes, including substantial changes, to this RFP, by way of addenda;
- k. accept any proposal and not necessarily the proposal that reflects the lowest cost to the College.
- l. cancel this RFP process at any stage;
- m. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- n. negotiate with any or all respondents;
- o. accept any proposal in whole or in part; or
- p. reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

The College shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any respondent or any third party resulting from the College exercising any of its express or implied rights under this RFP.

- 12. By submitting its proposal, the respondent authorizes the collection by the College of the information set out under paragraphs 11 (e) and (f) in the manner contemplated in those paragraphs.
- 13. Any resulting contract signed by the College and the respondent, shall be interpreted and governed, and the relations between the parties involved determined, by the laws in force in the Province of Ontario, Canada.
- 14. If a contract is awarded, payment to the successful respondent would be made according to the terms of the contract. A payment schedule is to be negotiated with the successful respondent as part of the contracting process.
- 15. The online Jurisprudence seminar and exams either partially or fully developed, are solely owned by the College.

Evaluation of Proposals

Proposals will be evaluated in accordance with the following evaluation criteria.

1. Work plan (50%)
 - Understanding of requirements – the proposal demonstrates that the respondent has a clear understanding of the scope and nature of the work required
 - Knowledge and awareness of the Canadian optometric regulatory environment
 - Suitability of the proposed methods/approach
 - Appropriateness of associated timelines
 - Understanding of challenges and feasibility of proposed solutions
 - Ensuring the security of the online Jurisprudence seminar and exams
 - How and within what timeframe potential concerns would be addressed if brought forward by the College
 - How the College will be assured that potential concerns would be addressed
 - Strength of organization

2. Qualifications of respondent (40%)
 - Understanding of issues
 - Overall qualifications and related experience of both the organization and individuals assigned to the project
 - Demonstrated ability to work well with College staff
 - At least 3 references from clients

3. Costs (10%)
 - Costs to be shown only in Canadian funds with the total estimated amount of GST or HST to be shown separately, as applicable
 - Costs to be realistic for each component of work plan

Proposal Submission Format

To facilitate the RFP review process, proposals must include an executive summary, a contact page, a realistic commencement date for service delivery, and be a maximum of 15 pages excluding appendices. The proposal is to be submitted on 8 1/2 x 11 pages in soft copy.

The following table of contents should be used:

- Executive summary
- Contact page
- Introduction
- Description of the respondents' qualifications (resumes to be included in an appendix)
- Proposed work plan including how the College would be involved to ensure that it has the necessary oversight, and how potential concerns by the College in the future would be addressed and within what timeframe

- Deliverables
- Anticipated challenges and corresponding solutions
- Costs (budget to be included in an appendix) with a detailed breakdown, indicating clearly how they are derived

Instructions, Information and Conditions

1. **The closing date for all proposals is 12:00 noon, Thursday, November 30, 2017. The College reserves the right to extend this closing date. All proposals are to be addressed to the attention of Ms. Hanan Jibry, Assistant Registrar, only via e-mail at HJibry@collegeoptom.on.ca. Respondents shall be prepared to provide at least two hard copies of the full proposals upon request.**
2. The information on the Certification page (page number 12 of this package), must be completed and signed by the respondent or by an authorized representative of the respondent. The signature indicates that the respondent agrees to be bound by the instructions, information and conditions in their entirety as they appear in this RFP. No other terms and conditions included in the respondent's proposal will be applicable to the resulting contract should that take place, notwithstanding the fact that the respondent's proposal may become part of the resulting contract.
3. To ensure the integrity of the competitive procurement process, inquiries and other communication regarding the process are to be directed **only** to Ms. Jibry in writing. Inquiries and other communication are not to be directed to any other official(s). Failure to comply with this condition during the procurement process, may result in the disqualification of the associated proposal.
4. Inquiries **must** be received **no later than seven (7) calendar days** prior to the procurement closing date to allow sufficient time to provide a response. Inquiries received after that time, may not be answered prior to the procurement closing date.
5. To ensure consistency and quality of information provided to respondents, provision will be made to post on the College website, any information with respect to significant inquiries received and the replies to such inquiries without revealing the sources of the inquiries.
6. No costs incurred before the receipt of a signed contract or specified written authorization from Ms. Jibry, can be charged to any resulting contract should that take place.

The respondent shall have the legal capacity to contract. If the respondent is a sole proprietorship, a partnership or a corporation, the respondent shall provide a statement indicating the laws under which it is registered or

incorporated together with the registered or corporate name and place of business.

7. The respondent hereby certifies that all information provided in the respondent's proposal including but not limited to the following:
 - The personnel proposed in the proposal is capable of satisfactorily performing the requirement described in the RFP;
 - Individuals proposed will be available until the completion of the work required, and any individuals proposed will only be replaced with the express approval of the College;
 - The work specified can be met in a timely manner, and will be achieved within the time frame and budget allocated;
 - The proposal will remain firm for a period of 90 calendar days after the proposal closing date;
 - The information provided in the resumes and supporting material submitted with the proposal, particularly as this information pertains to educational achievements, experience and work history, has been verified by the respondent to be true and accurate;
 - Should a verification by the College disclose untrue statements, the College shall have the right to terminate the resulting contract should it occur, for default; and
 - The respondent certifies that, should it be requested to provide services under any contract resulting from this procurement, the persons proposed in its proposal will be available to commence performance of the work as required by the College and within the time specified within or agreed upon with the College.



Certification

Respondent Organization Name, address, contact number, e-mail address, and fax number:

The name and title of person authorized to sign on behalf of respondent (please print):

Signature below indicates acceptance of the terms and conditions set out herein:

Signature

Date