



First Nations Health Authority  
Health through wellness

Request for Expression of Interest (RFEOI)	
Scope of Service	Supply 275 lbs of Salmon Filet or other type of seafood for human consumption at the Gathering Wisdom Conference, 2015
RFEOI #	<b>2014RFEOI-03</b>
Approximate Range of the Budget	<b>\$ 4,000.00 - \$6,000.00</b>
RFEOI issued by	First Nations Health Authority (FNHA)
Issue date	<b>February 20, 2015</b>
Closing date/time	Submissions must be received before 16:00 hours (4:00 pm) Pacific Time on: <b>March 4, 2015 (4pm)</b>
FNHA Contact Information and Questions	All enquiries related to this RFEOI including any requests for information, questions, and clarification, are to be directed to the following email address: <a href="mailto:fnha.contracts@fnha.ca">fnha.contracts@fnha.ca</a> . FNHA will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Respondents at the FNHA's option.
Delivery of submissions	The preferred method for delivery of submission is by e-mail to <a href="mailto:fnha.contracts@fnha.ca">fnha.contracts@fnha.ca</a> however respondents may also make hard-copy submission. Hard-copy submissions should include: one (1) hard copy and one (1) electronic copy (saved on a CD/USB in a Microsoft compatible format) of your submission. They must be delivered by hand or courier to the closing location at:  First Nations Health Authority Attention: Contracts #540 – 757 West Hastings Street Vancouver, BC, V6C 3E6  Submission envelopes should be clearly marked with the name and the address of the respondent, the RFEOI number and the RFEOI project name. Submissions may not be sent by postal mail or facsimile.
Respondent's submissions	A person authorized to sign on behalf of the respondent must complete and sign the Respondent Section (below), leaving the rest of this page otherwise unaltered and include the originally-signed and completed page with the first copy of the submission.



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Respondent Section

To be completed by respondent and included as the "cover page" of the Respondent's Response

The enclosed information is submitted in response to the above-referenced RFEOI including any addenda. Through submission of this information we agree to all of the terms and conditions of this RFEOI and agree that any inconsistencies in our response will not be considered. We have carefully read and examined the RFEOI including the *Definitions and Administrative Requirements* section and have conducted such other investigations as were prudent and reasonable in preparing the response.

Signature of Authorized Representative:	Legal Name of Respondent (and Doing Business As Name, if applicable):
Printed Name of Authorized Representative:	Address of Respondent:
Title:	
Date:	
Authorized Representative email address (if available):	Authorized Representative phone, fax (if available):

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## 1 Invitation to Submit an Expression of Interest

The First Nations Health Authority (FNHA) is interested in receiving Expressions of Interest from BC First Nations suppliers who are capable and interested in supplying FNHA with 275 lbs of salmon filets, or other fish or seafood for consumption at the Gathering Wisdom conference within the specified constraints.

The FNHA is in the discovery phase, and the project, as well as the methodology is subject to change. As such, the FNHA is under no obligation to enter into discussions, negotiations, and agreements with any one, or more, Respondents, and may subsequently issue a formal RFI, RFQ and/or RFP.

The terms and conditions applicable to this RFEOI are identified in Appendix B – Definitions and Administrative Requirements. Submission of a response to this RFEOI indicates acceptance of all terms and conditions that are included in Appendix B, and any addenda subsequently issued by the FNHA. Provisions in submissions that contradict any of the terms of this RFEOI will be as if not written and do not exist.

## 2 Background

### 2.1 Purpose of this RFEOI

This RFEOI serves one purpose – The Supply of 275 lbs of salmon filet or other type of seafood for human consumption at the Gathering Wisdom Conference, 2015.

This RFEOI will ideally will identify a primary supplier and a backup supplier that will be readily in place if the primary supplier does not deliver on time.

### 2.2 Background

FNHA is seeking a supplier to be able to supply 275 lbs of frozen, packed salmon filets or other fish or seafood to feed the delegation attending the Gathering Wisdom Conference targeted for April 2015.

Gathering Wisdom for a Shared Journey Forum attracts Chiefs, health Leaders, front-line health workers, federal and provincial partners, and other key decision makers in BC First Nations health. The unique conference is the only one of its kind in Canada.

Since its inception, Gathering Wisdoms for a Shared Journey forums have set the stage for a one-of-a-kind dialogue – one in which BC First Nations provide wisdom for building and transforming a more effective health system from the ground up. In conjunction with the Gathering Wisdom for a Shared Journey conference are three important opportunities: the Trades Show, Sponsorship and Health Fair.

## 3 Project Description

The requirement is for 275 lbs of frozen, packed salmon filets or other fish or seafood fit for human consumption to be delivered to the Hyatt regency Hotel at 655 Burrard St, Vancouver, BC, V6C 2R7

## 4 Description

FNHA would like to determine if there is a BC First Nations supplier who is capable and interested in supplying FNHA with 275lbs of salmon filets, or other fish or seafood for consumption at the Gathering Wisdom conference within the specified constraints. Ideally we will identify a primary supplier and a back-up supplier that will be readily in place if the primary supplier does not deliver on time.

### 3.2 Services to be provided

To supply 275 lbs of salmon filet or other type of seafood for human consumption at the Gathering Wisdom Conference, 2015

### 3.3 Deliverables

- The delivery of 275 lbs of frozen, packed, salmon filets or other fish or seafood fit for human consumption to the Hyatt Regency Hotel at 655 Burrard St, Vancouver, BC V6C 2R7
- The seafood must be delivered on April 27, 2015, no earlier, no later

### 3.4 Knowledge Requirement

- The supplier must be a registered company owned by a BC First Nation or a BC First Nation individual or group
- The supplier must be able to deliver the salmon, other fish, or seafood, in a frozen state, to the Hyatt Regency Hotel in downtown Vancouver on April 27, 2015

## 5 Who May Be Interested

It is expected that there may be several types of organizations interested in providing their expression of interest for this initiative. Given the wide range of services being examined, organizations that provide the following services may be interested:

- a) BC First Nations supplier

## 6 Submission Requirements

### 6.1 Mandatory Submission Requirements

Respondent responses must include the following mandatory criteria/elements:

- a) Request for Expression of Interest cover page, with the Respondent Section in its original form, unaltered, fully completed and signed;
- b) Legal name of business;
- c) Legal business address; and
- d) Name of primary vendor contact.

## 6.2 Desired Submission Requirements

FNHA also desires that Respondent submission include some of the following criteria/elements:

- a) Background information of the Respondent Organization;
- b) Examples of similar and/or related projects that the Respondent has successfully engaged and completed at other organizations;
- c) Any other information that will help FNHA in its assessment of what the realm of possibility for this project is.

The FNHA procurement activities will be governed to ensure all vendors are treated fairly and have equal access to procurement activities. To the extent possible preference in awarding contracts may be given to First Nation organizations, First Nation individuals and/or vendors who partner with First Nations organizations/individuals.

## 6.3 Submission Format

The following format, sequence, and instructions should be followed in order to provide consistency in Respondent submissions and to ensure that each submission receives full consideration:

- a) An unaltered and completed Request for Expression of Interest cover page, including Respondent Section completed in original form as per instructions;
- b) A Table of Contents;
- c) A short (one or two page) summary of the key features of the submission; and
- d) The body of the submission, i.e. the "Respondent Submission".

## 7 Evaluation

As this RFEOI is an information-gathering instrument, FNHA will not be applying any specific evaluation criteria to any submissions under this RFEOI. The FNHA may invite selected respondents to make an in-person presentation as part of or subsequent to this RFEOI process.

All Respondents will be eligible to apply for any potential subsequent Request for Information (RFI) or Request for Qualifications (RFQ) and/or Request for Proposals (RFP) processes.

## Appendix A: Overview of the FNHA

### A.1. The First Nations Health Authority

The first and only provincial First Nations Health Authority in Canada. Transforming health services for First Nations and Aboriginal people in BC.

### A.2. Why a First Nations Health Authority?

Statistically significant health disparities exist for First Nations people in BC and across Canada with health outcomes that consistently lag behind those of other Canadians. The First Nations Health Authority aims to reform the way health care is delivered to BC First Nations to close these gaps and improve health and wellbeing.

### A.3. A New Relationship with our Partners

BC First Nations, the Province of BC, and the Government of Canada have all determined that First Nations health disparities are no longer acceptable. A New Relationship between these Tripartite Partners was forged and a series of precedent-setting agreements led to the creation of a First Nations Health Authority. The FNHA is mandated by two health agreements (the Transformative Change Accord: First Nations Health Plan [2006], and the Tripartite First Nations Health Plan [2007] – collectively “the Health Plans”), the BC Tripartite Framework Agreement on First Nation Health Governance [2011] and resolutions at the annual Gathering Wisdom events and the Framework Agreement.

In 2013, the First Nations Health Authority assumed responsibility for the design and delivery of health programs and services for BC First Nations formerly delivered by Health Canada’s First Nations Inuit Health Branch – Pacific Region. The FNHA has a broad mandate to improve health services for BC First Nations through new partnerships, closer collaboration, and health systems innovation.

### A.4. Making History Today and Tomorrow

As the First Nations Health Authority has assumed responsibility for the historic transfer of programs, resources, assets, staff, and responsibilities, we are developing an organization that reflects First Nations culture and philosophy. Establishing a strong foundation prepares us to innovate, transform, and redesign health service delivery with guidance from BC First Nations in the coming years.

### A.5. Responsive, Visionary, Transformative

The First Nations Health Authority is part of a unique health governance structure that includes political representation and advocacy through the First Nations Health Council, and technical support and capacity development through the First Nations Health Directors Association. Collectively, this First Nations health governing structure works in partnership with BC First Nations to achieve our shared vision.

The mandate of the FNHA is to:

- a) Plan, design, manage, deliver and fund the delivery of First Nations Health Programs in British Columbia;
- b) Receive federal, provincial and other health funding for or to support the planning, design, management and delivery of First Nations Health Programs and to carry out other health and wellness related functions;
- c) Collaborate with the BC Ministry of Health and BC Health Authorities to coordinate and integrate their respective health programs and services to achieve better health outcomes for First Nations in British Columbia;

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- d) Incorporate and promote First Nations knowledge, beliefs, values, practices, medicines and models of health and healing into the First Nations Health Programs, recognizing that these may be reflected differently in different regions of BC;
- e) Be constituted with good governance, accountability, transparency and openness standards;
- f) Establish standards for First Nations Health Programs that meet or exceed generally accepted standards;
- g) Collect and maintain clinical information and patient records and develop protocols with the BC Ministry of Health and the BC Health Authorities for sharing of patient records and patient information, consistent with law;
- h) Over time, modify and redesign health programs and services that replace Federal Health Programs through a collaborative and transparent process with BC First Nations to better meet health and wellness needs;
- i) Design and implement mechanisms to engage BC First Nations with regard to community interests and health care needs;
- j) Enhance collaboration among First Nations Health Providers and other health providers to address economies of scale service delivery issues to improve efficiencies and access to health care;
- k) Carry out research and policy development in the area of First Nations health and wellness;
- l) The FNHA may undertake other functions, roles and responsibilities connected to health and wellness of First Nations and other aboriginal people in BC.

The FNHA is governed by a nine member Board of Directors who collectively brings years of experience in First Nations health, community development, financial management and political expertise at all levels of government. The Board provides leadership and oversight for all corporate activities of the FNHA.

For more information please visit the website at <http://fnha.ca> or contact us at: [info@fnha.ca](mailto:info@fnha.ca).

## Appendix B: Definitions and Administrative Requirements

### B.1. Definitions

Throughout this Request for Expression of Interest, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Expression of Interest executed by the FNHA and the Contractor;

“Contractor” means the successful respondent to this Request for Expression of Interest who enters into a written Contract with the FNHA;

“the FNHA” or “FNHA” means the First Nations Health Authority;

“must” or “mandatory” means a requirement that must be met in order for a submission to receive consideration;

“Respondent” means an individual or a company that submits, or intends to submit, a submission in response to this Request for Expression of Interest;

“Request for Expression of Interest” or “RFEOI” means the process described in this document; and

“Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Expression of Interest.

### B.2. Terms and Conditions

The following terms and conditions will apply to this RFEOI. Submission of a response to this RFEOI indicates acceptance of all terms that follow and that are included in any addenda issued by the FNHA. Provisions in submissions that contradict any of the terms of this RFEOI will be as if not written and do not exist.

### B.3. Additional Information Regarding the RFEOI

Respondents are advised to fill out and return the attached Receipt Confirmation Form. All subsequent information regarding this RFEOI including changes made to this document will be posted on the following websites: BC Bid at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca); MERX at [www.merx.com](http://www.merx.com); and FNHA at [www.fnha.ca](http://www.fnha.ca). It is the sole responsibility of the Respondent to check for amendments on these websites.

### B.4. Late Submissions

Submissions will be marked with their receipt time at the closing location. Only complete submissions received and marked before closing time will be considered to have been received on time. After such closing date and time, the FNHA may still accept, at its discretion, late submissions with respect to this RFEOI.

### B.5. Eligibility

Submissions may not be accepted if the current or past activities or interests of the Respondent, or any sub-contractors proposed by the Respondent, may, in the FNHA’s opinion, give rise to an unresolved conflict of interest in connection with the project described in this RFEOI. This includes but is not limited to, involvement by a Respondent or any proposed sub-contractors in the preparation of this RFEOI. If a Respondent is in doubt as to whether there might be a conflict of interest, the Respondent should seek clarification from the FNHA at the following email address: [fnha.contracts@fnha.ca](mailto:fnha.contracts@fnha.ca).

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## **B.6. Changes to Submissions**

By submission of a clear and detailed written notice, the Respondent may amend or withdraw its submission prior to the closing date and time. The Respondent will not change the wording of its submission after closing and no words or comments will be added to the submission unless requested by the FNHA for purposes of clarification.

## **B.7. Respondents' Expenses**

Respondents are solely responsible for their own expenses in preparing a submission and for subsequent negotiations with the FNHA, if any. If the FNHA elects to reject all submissions, the FNHA will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing its submission, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## **B.8. Limitation of Damages**

Further to the preceding paragraph, by making a submission, the Respondent agrees that it will not claim damages for whatever reason relating to this process, in excess of an amount equivalent to the reasonable costs incurred by the Respondent in preparing its submission. Furthermore, by making a submission the Respondent waives any claim for loss of profits if FNHA ceases this RFEOI process.

## **B.9. Currency and Taxes**

If the FNHA enters into discussions, negotiations, with any Respondent, it is understood that all prices quoted are to be in Canadian dollars, inclusive of duties where applicable; FOB destination with delivery charges included where applicable, and inclusive of the Goods and Services Tax (GST) and Provincial Sales Tax (PST).

## **B.10. Completeness of Submission**

By making a submission, the Respondent warrants that if this RFEOI 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 submission.

## **B.11. Sub-Contracting and Third Parties**

The use of a sub-contractor and third parties must be clearly defined in the submission. This includes a joint submission by two Respondents having no formal corporate links. In such a case, one of the Respondents must be prepared to take overall responsibility for the submission and subsequent discussions with the FNHA.

## **B.12. Acceptance of Submissions**

This RFEOI should not be construed as an agreement to purchase goods or services. The FNHA will be under no obligation to receive further information, whether written or oral, from any Respondent. If FNHA elects, at its sole discretion, to proceed with a project with any Respondent, or other supplier, such purchase will be undertaken pursuant to the Terms and Conditions of a written contract.

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

## **B.13. Definition of Contract**

If the FNHA enters into discussions, negotiations, with any Respondent, it is understood that a notice in writing to a Respondent and subsequent full execution of a written Contract, will constitute a Contract

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for the goods or services. No Respondent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

#### **B.14. Contract Negotiation and Award**

If the FNHA enters into discussions, negotiations, with any Respondent, it is understood that the First Nations Health Authority may select one or more Respondents to enter into negotiations for a Contract or Contracts as follows:

- a) The First Nations Health Authority may elect to divide the Services into more than one Contract, and enter into negotiations with a Respondent with respect to a portion of the Services, and award more than one Contract with respect to the Services;
- b) If negotiations with any Respondent are not successful within such time period as the First Nations Health Authority may require, the First Nations Health Authority may at any time after the expiry of such time period discontinue further negotiation with that Respondent by written notice to the Respondent, and the First Nations Health Authority may at any time thereafter commence negotiations with another Respondent to finalize a Contract in accordance with the foregoing process with another Respondent. The foregoing process may be undertaken and/or repeated until either a Contract or Contracts are awarded by the First Nations Health Authority or until negotiations have been terminated by the First Nations Health Authority; and
- c) FNHA reserves the right to negotiate additional services of a similar functional or technological nature from any Respondent without further competitive procurements.

#### **B.15. Liability for Errors**

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

#### **B.16. Modification of Terms**

The FNHA reserves the right to modify the terms of this RFEOI at any time in its sole discretion.

#### **B.17. Ownership of Submissions**

Submissions submitted to the FNHA become the property of the FNHA. They will be received and held in confidence by the FNHA.

#### **B.18. Use of RFEOI**

Any portion of this document or any information supplied by the FNHA in relation to this RFEOI may not be used or disclosed for any purpose other than for the development of submissions. Without limiting the generality of the foregoing, by making a submission, the Respondent agrees to hold in confidence all information supplied by the FNHA in relation to this RFEOI.

#### **B.19. Collection and Use of Personal Information**

Respondents 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 sub-contractors and third parties. If this RFEOI requires Respondents to provide the FNHA with personal information of employees who have been included as resources in response to this RFEOI, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the FNHA.