

# Request for Proposal

*The interim First Nations Health Authority (iFNHA) requires support for the First Nations Health Authority Network Initiative. This support will require a Network Consulting Firm to support the iFNHA in the architecture, design and implementation planning of the First Nations Health Authority Network (FNHAN) which relates to First Nations health in British Columbia*

*Qualified respondents are invited to submit proposals based on the requirements contained herein.*



## **Preface**

The sole purpose of this Request for Proposals (“RFP”) and all resulting responses is to assist the interim First Nations Health Authority (iFNHA) to identify potential suppliers for a specific project as outlined. The responses will help the iFNHA to ascertain the party that is most likely to fulfil its requirements. This RFP is an invitation to Proponents to submit a Proposal. It is not an offer capable of acceptance by Proponents. No contract will be formed between the iFNHA and any Proponent in relation to this RFP by reason of the submission of any Proposal or otherwise.

The interim First Nations Health Authority (iFNHA) prides itself on its operating and management principles to be a professional, fair and diverse entity that cherish its privilege to serve British Columbia First Nations communities in the enhancement of health. With this in mind it seeks a fair and unbiased selection process and intends to uphold the qualification requirements outlined without prejudice.

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## Organization Overview

The First Nations Health Council (FNHC) works with British Columbia and Canadian Federal agencies, to narrow and close the gap in delivering and maintaining health standards between First Nations individuals and other British Columbians.

The fifteen member Health Council is mandated by three agreements, the Transformative Change Accord First Nations Health Plan (2006), the Tripartite First Nations Health Plan (2007), and the Framework Agreement (2011). The Council is composed of regional representatives from the Northern, Vancouver Coastal, Interior, Fraser and Vancouver Island Regions.

In April 2009 the Health Council enacted a business arm, the First Nations Health Society (FNHS). The FNHS is operated by a Board of Directors comprised of public and private health professionals, including community development experts. It is tasked with overseeing and managing Society staff and assets.

In May 2011, the Society convened a gathering of BC First Nations political and technical leaders, who passed a unanimous resolution to support a number of directives for the Society. During this gathering, First Nations leaders also supported the signing of an agreement (The Framework Agreement) with the Federal and Provincial Governments which provides for the transfer of the BC First Nations and Inuit Health (FNIH) office, and all of its resources and functions, from Health Canada to BC First Nations to govern and manage. This will be achieved through the establishment of a new First Nations Health Authority (FNHA) which will assume the FNIH resources and responsibilities over a two (2) to five (5) year transition period.

Directives under this Framework Agreement include:

1. Adopting Community-driven, Nation-based approaches;
2. Improving services;
3. Fostering collaboration and partnership;
4. Increasing First Nations decision-and control over health services;
5. Developing human and economic capacity;
6. Not interfering with First Nations rights, and the fiduciary responsibilities to First Nations of the Federal government;
7. Functioning at a high operational standard;

Further to the directives listed above, in January 2012, the Society changed its name from the First Nations Health Society to the interim First Nations Health Authority (iFNHA).

Additional information about the FNHC/iFNHA can be obtained from the website [www.fnhc.ca](http://www.fnhc.ca)

## Project Overview

The interim First Nations Health Authority (iFNHA) is seeking the services of a Network Consulting Firm to support the iFNHA in the architecture, design and implementation planning of the First Nations Health Authority Network (FNHAN) relating to First Nations health in British Columbia.

In addition, planning for the implementation of the FNHAN will also provide a list in sequential order of communities that will also support the All Nations Trust Company (ANTCO) mandate of implementing the “Pathways to Technology” strategies within First Nations communities.

The First Nations Health Authority Network (FNHAN) is a foundational prerequisite, supporting the iFNHA corporate business, clinical, information management, eHealth services and functions. In essence, it is the “super highway” that electronically connects First Nation communities to health and social services providers to access services and critical information at the point of care. It is also a fundamental enabler supporting the administrative functions of the iFNHA, and more importantly, the soon to be created First Nations Health Authority. This elemental enabler is fully deployed and in use in all BC Health Authorities, the BC Ministry of Health services, Ministry of Children and Family Services, Governments, First Nations Inuit Health, clinicians and services providers.

The implementation of the First Nations Health Authority Network is exceedingly multifaceted, in particular, network architecture and design; support modeling and development; and resource requirements analysis. The most complex is the engagement of the BC Health organizations and the First Nations Communities for their support and adoption.

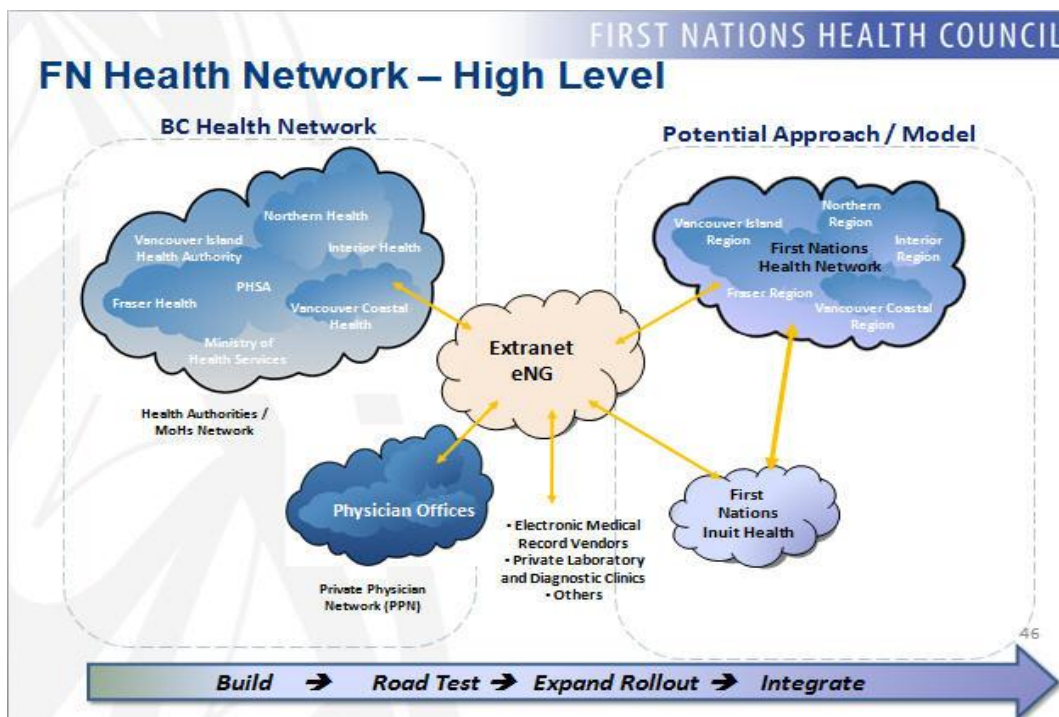
This project will leverage technologies, strategies and standards already implemented by the BC Health Authorities.

Existing Vancouver Data Centre facilities will be used.

## Project Goal

The project goal is to deliver the architecture and design of the First Nations Health Authority Network, complete pre-implementation planning for the first wave of communities and identify ongoing operational support requirements.

The drawing below depicts a potential approach or model for the First Nations Health Network:



## Background Information

The interim First Nations Health Authority (iFNHA), under the Tripartite agreement and with the Tripartite Partners is embarking on the creation of the First Nations Health Authority (FNHA) within a very short timeframe. A key foundational component to supporting and meeting this mandate is the First Nations Health Authority Network (FNHAN). The FNHAN is a secure, redundant, scalable, high speed, “health” grade network, which the interim First Nations Health Authority and eventually the First Nations Health Authority (FNHA) will utilize as its base data infrastructure network. This infrastructure will facilitate secure, efficient transfer of electronic information for administrative / business, health, public health, community health and social services between iFNHA/FNHA and other Health organizations, Governments, Clinicians and Care providers in British Columbia, Canada and the world. In other words, this key infrastructure is a “must have” component for the iFNHA and subsequently FNHA.

Examples of eHealth initiatives are as follows:

- The Public Health Information System – Panorama;
- Electronic Medical Records (EMRs) Information Systems;
- Telehealth Services; and
- eHealth information exchange between iFNHA/FNHA and the BC Health Authorities and Ministries.

## Deliverables

Following industry best practices, the successful Proponent will work with the iFNHA IM/IT Management team and FNHAN Project Manager to deliver the following project scope components. The sample (Wave 1) groupings of communities (described later in this document) are to be utilized with this RFP scope.

1. Assess the BC Health Authorities network specifications, standards and protocols against the BC First Nations Health Authority Network connectivity requirements;
2. Assess and validate the BC Health Authorities virtual / physical network, user device security standards and protocols against the BC First Nations connectivity and information technology standards and protocols;
3. Participate in the analysis of the First Nations health facility technology assets and end user knowledge;
4. Lead and develop the architecture and the detailed design of the First Nations Health Authority Network which must align with the overall vision of the iFNHA corporate IM/IT strategy. The detail design must be at a sufficient level that it can be implemented by a third party. See Appendix B for additional detail on required design elements;
5. Support the development of the overall project implementation tactics, community connectivity sequencing and timeline plan;
6. Support the development of an implementation project budget, including resource requirements for the sample communities;
7. Provide support in the analysis of ongoing funding, operational management and support model, both for the transition to the First Nation Health Authority network and for the long-term. See Appendix B for additional detailed requirements for network management requirements;

8. Participate in the development of the first draft: This will include a list of First Nation communities who have met the above standards and protocols and would therefore be positioned to be part of the first wave of adoption communities.
9. Participate in the development of the first draft: This will include a list of First Nation communities for subsequent Wave two and three adoption communities based on their preparedness and readiness.
10. Produce a detailed Bill of Material for all equipment, network management tools, licenses, support agreements, etc. needed to implement the First Nation Health Authority Network and related end points (to the end user desk) for Wave 1. The actual procurement will be the responsibility of the FNHAN Project Office.
11. Participate in the development of the First Nations Information Technology Knowledge Development and Transfer Plan including recommendations for hiring, training and mentoring of permanent iFNHA resources.

### Sample First Nations Communities

The scope of the First Nations Health Authority Network project planning phase is to be based on a representative sample. This sample group will form part of Wave 1 for implementation. The overall architecture and detail design should take into consideration the scalability to accommodate future phases. The Wave 1 communities will be used as a template for future sites. ***Proponents are to use the following profile of sites in their response to this RFP.***

#### Wave 1 Community Sites

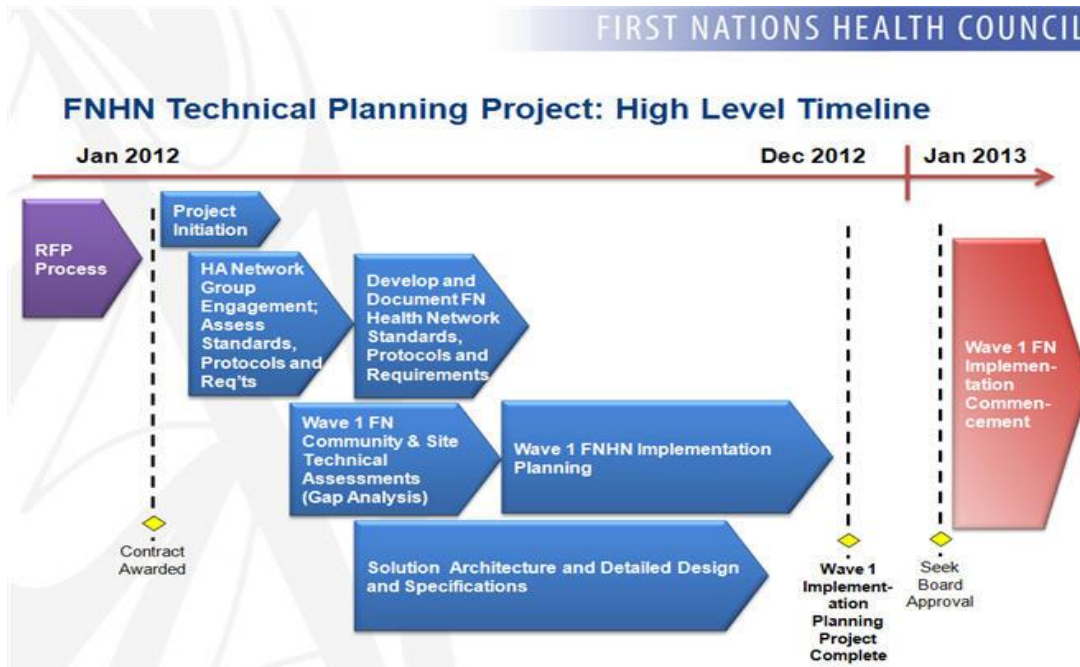
Community Grouping	Typical Characteristics	Number of Sites in Wave 1	Estimated Total Sites *
Corporate Offices	<ul style="list-style-type: none"> <li>• Urban location, e.g. Vancouver, Prince George, etc.</li> <li>• These locations will have high speed internet connectivity, but may require upgrades to meet required, health-grade specifications</li> <li>• IT resources – Typically have at least one dedicated IT resource on staff or contract</li> <li>• Security standards may requires upgrades</li> </ul>	10  (all in Wave 1)	10
Grouping 1	<ul style="list-style-type: none"> <li>• First Nation community will have a population of between 800 and 10,000 (in some cases, a combination of urban and rural communities)</li> <li>• These communities will have high speed internet connectivity, but may require upgrades to meet required, health-grade specifications</li> <li>• IT resources - Typically have at least one dedicated IT resource on staff or contract</li> <li>• Security standards likely require upgrades</li> </ul>	15	25 – 30

Grouping 2	<ul style="list-style-type: none"> <li>•First Nation community will have a population between 250 and 799</li> <li>•Will be mostly rural</li> <li>•Currently have some connectivity, likely consumer grade e.g. 1.5 MB or ADSL</li> <li>•IT resources - none or inconsistently available</li> <li>•Rudimentary security standards</li> </ul>	5	30 - 40
Grouping 3	<ul style="list-style-type: none"> <li>•First Nation community will have a population of less than 250</li> <li>•Will be rural or remote</li> <li>•Currently have some connectivity, likely consumer grade e.g. 1.5 MB, ADSL or satellite</li> <li>•IT Resources - None or inconsistently available</li> <li>•Rudimentary or no security standards</li> </ul>	5	50 – 60
Grouping 4	<ul style="list-style-type: none"> <li>•Urban, e.g. Vancouver, Prince George, etc.</li> <li>•Ready access to primary health care services</li> <li>•Currently have high speed internet connectivity, but may require upgrades to meet required specifications</li> <li>•IT resources – Typically have at least one dedicated IT resource on staff or contract</li> <li>•Security standards may requires upgrades</li> </ul>	0	20

*\*Estimated Total Sites Includes Wave 1, and any future Waves (e.g. Waves 2, 3, etc.).*

# Project Timeline

It is anticipated this project will take approximately ten to eleven months. The following diagram provides a high-level and summary overview, of the components and timelines of the FNHAN planning phase. This information can be used as an input to development of the proposed project plan which will make part of the RFP response.



## Assumptions and Agreements

The Contractor will be responsible for, and provide the following:

- Participate in regularly scheduled status meetings and provide weekly (or as agreed to) written status reports (using MS Word/Excel) summarizing deliverables achieved/remaining, progress to date, expected delivery due dates of each as well as issues and concerns affecting specific deliverables, schedule or any other aspect of the project.
- Comprehensive and quality documentation is critical to the success of the project for knowledge transfer and audit purposes. For each of the deliverables as detailed in the "Deliverables" Section above, the Proponent will provide written reports and related documentation using MS Word and where appropriate include accompanying Excel spreadsheets (e.g. Budgets, Bill of Materials, resource matrices, etc.), and Visio drawings (e.g. network architecture and detail design).

FNHAN (First Nations Health Authority Network) Project Office will be responsible for, and provide the following:

- Overall project management of the First Nations Health Authority Network;
- Facilitation of communications/approvals and liaising with stakeholders including Vendors, First Nation Health organizations and Health Authorities throughout British Columbia for information gathering;
- Identification of the list of Wave 1 communities and relevant organizational information;
- Procurement of facilities, equipment, services and/or upgrades as needed;
- Approval of deliverables completed by the Proponent and associated payments; and
- Engagement of a Privacy resource.

## Proposal Format

At a minimum, proposals must include:

- a) Description of the services to be provided, including the approaches and methods to be used, estimated hours, and other pertinent information. The Proponent should include the type of assistance that will be required from the iFNHA's staff as well as the anticipated hours of assistance;
- b) Provide a list of three (3) References, located in North America, to whom it has delivered project services similar to those described in this RFP. Proponent must demonstrate comprehensive understanding and experience in designing and implementing a comprehensive project of this magnitude and nature. The reference contact information provided should include the following current information: valid contact name, telephone number and email address for each client. The iFNHA reserves the right to contact the references given from any Proponent. In the case of a consortium proposal, at least one reference from each legal entity would be expected. Proponents whose response includes all the details provided in this format will receive a higher score. For each client reference to which the Proponent has provided similar services and solutions, the Proponent is asked to also provide documented outcomes resulting from the project design and implementations. Experience should include a developed understanding and experience of First Nations and Health Authority environments, and experience in working with British Columbia's Health Authorities/First Nation communities/Federal/Provincial agencies;
- c) Description of the Proponents organization, size and structure. Indicate if appropriate, if the Proponent is a small or minority-owned business;
- d) Description of the qualifications of principal staff to be assigned to the Project, including (a) overall supervision to be exercised; and (b) prior experience of the Proponent's staff to be used to complete the work described in this RFP. This description will include information, such as: education, position in the Proponents organization, years and types of experience, continuing professional education, etc. For additional detailed information to be provided, see below "Experience Requirements";
- e) Statement of the availability the Proponent's staff including availability vis-a-vis other project commitments, holiday time and travel constraints;
- f) As this is a complex and multifaceted project, Proponents are required to provide their anticipated project risks. It is also required that risk mitigation strategies/tactics are described in detail;
- g) Proponents are asked to provide pricing for a Fixed Price Contract. Include a statement of price for providing services, how the price was determined, estimated number of hours by staff level, hourly rates by staff level, and total cost. Proponents will be evaluated primarily on Fees

(labour) and delivery and knowledge of such Services outlined in this RFP. Travel within province which is to and from communities will be covered by the overall FNHAN project budget. The Proponent will be responsible for travel costs if they reside outside of British Columbia. Any other out of pocket or travel expenses should be identified and included in the response.

**Experience Requirements:**

The proposed resources in response to this RFP are expected to support the requirements and scope of this project and its timelines. It is also expected the resources be available for in-person meetings at the FNHAN Project Office in Vancouver, BC, the majority of the time. Proponent’s team members and any future substitution of team members must be approved by the FNHAN Project Office.

Proponent resources must include the following:

- Name of individual;
- Title / Organizational function;
- Educational qualifications and competencies;
- Experiences pertinent to this RFP;
- Years of experience;
- Certifications significant to this RFP;
- Number of years with the Proponent’s organization;
- Resources’ availability to the project (e.g. 7.5 hours/ day, 5 days a week, resides in Vancouver Lower Mainland); and
- Other important information deemed of value to this RFP;

In addition, there may be a requirement to provide supplementary resources (i.e. backfill at some of the stakeholder organizations e.g. Provincial Health Service Authority) with the Proponents’ employees which are participating in this project. Proponents are required to provide their proposed resource costs for professional services following the provided table below.

Type of Resource	Hourly Rate for Professional Services
Network Manager	
Network Architect	
Network Analyst	
Network Security Specialist	
Other	

**Travel and Other Expenses:**

Community engagements and planning are foundational components of this project; therefore travel to communities within British Columbia will be required.

Please note that the successful Proponent’s travel and related expenses from the Vancouver Lower Mainland to First Nations communities will be funded by the project budget. All other travel costs and

expenses will be the responsibility of the Proponent. For further information, see “Proposal Format” of this RFP.

## Payment Schedule

Payment is to be tied to successful completion of agreed to deliverables. A payment schedule will be negotiated at time of contract award. Potential Proponents are required to submit a financial proposal for a fixed price contract.

## Instructions to Proponents

### *Notice of Intent to Submit a Proposal*

Potential Proponents are asked to send an email to the Contact Person confirming they intend to submit a proposal for this RFP, ensuring also that the key contact person name and email address is provided. This will enable the interim First Nations Health Authority to inform potential Proponents of any questions and answers that are submitted from other Proponents, and of any changes to the RFP process and timelines, should they occur. The iFNHA assumes no responsibility for ensuring that potential Proponents receive this information, and any subsequent information about this RFP which may be provided to Proponents by the iFNHA, if no Notice of Intent is received.

### *Evaluation Scoring*

<b>Approach</b>	Proposed approach, methodology, project plan to complete stated deliverables.	<b>0.15</b>
<b>Experience</b>	Past projects completed with similar / related work. (Including work with BC First Nations, BC Health Authorities, major network connectivity implementation projects). Include 3 references.	<b>0.20</b>
<b>Technical</b>	Cisco Certification, HP Certification, Project Management Experience/Credentials, etc.	<b>0.20</b>
<b>Team Composition</b>	Identify team members who will be assigned to the project and include resumes.	<b>0.10</b>
<b>Financial Proposal</b>	Financial proposal	<b>0.30</b>
<b>Response Quality, Compliance</b>	Overall quality of response, compliance with requested format and required elements	<b>0.05</b>
<b>Value Added</b>	Proponents are invited to provide additional project value adds above and beyond the described project requirements and scope.	<b>0.00</b>
<b>Total</b>		<b>1.00</b>

### **Format**

Proponents should use the response template outlined in Appendix A. Electronic proposals should be submitted in (PC) Microsoft Word or PDF file formats. Proposals should be clearly labelled on the outside of the envelope, the front page of the fax or the title of the email.

### **Submissions of Proposals**

Proposals must be submitted to location stated below by the Closing Time set out in the Key Date Table. Proposals may be emailed, delivered, faxed or posted by mail:

**NAME:** *Anita Finney, Contracts Administrator*

**EMAIL:** *afinney@fnhc.ca*

**PHYSICAL ADDRESS:** *501-100 Park Royal South, West Vancouver, BC V7T 1A2*

**POSTAL ADDRESS:** *501-100 Park Royal South, West Vancouver, BC V7T 1A2*

**FAX:** *604-913-2081*

**IT IS THE PROPONENT'S SOLE RESPONSIBILITY TO ENSURE ITS PROPOSAL IS RECEIVED AT THE ADDRESS SET OUT ABOVE BY THE CLOSING TIME.**

Proponents should note that it is their responsibility to ensure that email transmissions are free from all viruses. If the iFNHA receives an email transmission that is infected with a virus or other electronic code that, in the sole opinion of the iFNHA, is harmful to the iFNHA's computer systems, the iFNHA reserves the right to take any action as deemed necessary to disinfect the email transmission. The iFNHA will not be liable for any changes that may occur to the email transmission, including rendering the transmission unreadable, as a result of the disinfecting process.

Proponents should note that the iFNHA's e-mail system will not accept emails in excess of 7 MB. It is the responsibility of Proponents to ensure that e-mails are of a size that can be received by the iFNHA and in a format that can be read by the iFNHA.

Proposals received after the Closing Time will not be accepted and will not be considered. The proposal receipt time as recorded at the closing location shall prevail, whether accurate or not.

The iFNHA assumes no risk, makes no guarantee, warranty or representation whatsoever and shall have no responsibility or liability whatsoever for and in connection with the working order, functioning or malfunctioning of the iFNHA's fax or e-mail system or any computer used in connection with this RFP.

### ***Amendments to Proposals***

Proposals may be amended, but any amendment to a Proposal must be made in writing and delivered to the closing location before the Closing Time.

### ***Questions***

Questions must be submitted in writing to the Contact Person by the date set out in the Key Date Table. Questions from all responding parties will be consolidated and responses may be generated and shared with all participants who have registered a Notice of Intent. Questions and answers will not amend this RFP.

All questions and interaction with iFNHA over the course of this proposal selection must be through the Contact Person as follows:

**NAME:** Anita Finney, Contracts Administrator  
**EMAIL:** [afinney@fnhc.ca](mailto:afinney@fnhc.ca)

Information obtained from any other person or source is not official and may not be relied on. No oral conversations will affect or modify the terms of this RFP and may not be relied on by potential proponents.

Any attempts to contact any member of the First Nations Health Council or interim First Nation Health Authority with questions or comments about this project by a submitting participant (or individual(s) with business or personal links to the submitting participant), will be construed as an attempt to seek preferential or biased treatment. The iFNHA reserves the right to disqualify any related Proposal as a result of such contact.

### ***Discrepancies, Omissions and Questions***

Proponents finding discrepancies, omissions, ambiguities, or conflicts in this RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the Contact Person. The Contact Person will review such submissions and, if the iFNHA determines that an amendment is required to this RFP, the Contact Person will issue an addendum.

### ***Addenda***

If the iFNHA determines that an amendment is required to this RFP, the Contact Person will issue a written addendum to each Proponent who has delivered a Notice of Intent. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the Contact Person.

**Key Date Table**

<b>KEY MILESTONES</b>	<b>DATES</b>
Request for Proposals issued	<i>February 8, 2012</i>
Date potential proponents to notify iFNHA of intent to submit a proposal	<i>February 14, 2012</i>
Final date for any questions to be received	<i>February 15, 2012</i>
Final date for questions to be answered	<i>February 17, 2012</i>
Closing Time	February 22, 2012 at 2:00 PM (Pacific Standard Time). Proposals received after this time will not be considered and will be returned directly to bidders accordingly.
RFP decision made	<i>February 29, 2012</i>
Successful and Unsuccessful Proponents notified	<i>March 2, 2012</i>
Contract negotiations begin and document prepared	<i>March 2, 2012</i>
Contract due to be signed	<i>March 9, 2012</i>
Work due to commence	<i>March 12, 2012</i>

## **Evaluation and Selection**

### ***Evaluation Committee***

The evaluation of Proposals will be undertaken on behalf of the iFNHA by an evaluation committee (the “**Evaluation Committee**”) appointed by the iFNHA. The Evaluation Committee may consult with others as the Evaluation Committee may in its discretion decide is required; including iFNHA staff members and third party consultants. The Evaluation Committee will give a recommendation for the selection of a Preferred Proponent or Preferred Proponents to the iFNHA.

### ***Evaluation Criteria***

The Evaluation Committee will compare and evaluate Proposals to determine the Proposal which is most advantageous to the iFNHA, using the following criteria:

- (a) the approach and methodology the Proponent would employ to perform the Services;
- (b) the qualifications and experience of the Proponent and its key personnel;
- (c) the Proponent’s service capabilities;
- (d) the Proponent’s financial proposal;
- (e) See also “Evaluation Scoring” located in this RFP; and

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal.

### ***Additional Information***

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to its Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating Proposals.

### ***Interviews***

The Evaluation Committee may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Committee to provide clarifications of their Proposals. In such event, the Evaluation Committee will be entitled to consider the answers received in evaluating Proposals.

### ***Conflict of Interest***

The iFNHA retains the discretion to reject a Proposal from a Proponent whose current or past corporate or other interests may, in the opinion of the iFNHA, give rise to a conflict of interest in connection with this RFP or the Services, or a Proposal from a Proponent who proposes to sub-contract or partner with any firm or individual whose current or past corporate or other interests may, in the opinion of the iFNHA, give rise to a conflict of interest in connection with this RFP or the Services. A conflict of interest will include, but not be limited to, the involvement of the relevant person in the preparation of this RFP. If a Proponent is in doubt as to whether there is a conflict of interest, the Proponent should consult the Contact Person prior to submitting a Proposal.

### ***Contract Negotiation and Award***

Following the evaluation and recommendation of the Evaluation Committee, the iFNHA may select one or more Proponents to enter into negotiations for a Contract or Contracts as follows:

- (a) the iFNHA may elect to divide the Services into more than one Contract and enter into negotiations with a Proponent with respect to a portion of the Services, and award more than one Contract with respect to the Services;
- (b) Proponents are asked to include a form of Contract with their Proposals. However, the iFNHA may negotiate modifications or variations to the Proponent's Proposal (including pricing and the form of Contract) and to the Services, specifications and contract terms, and award of a Contract is in all cases conditional on the Proponent executing a Contract with terms and conditions acceptable to the iFNHA;
- (c) if negotiations with any Proponent are not successful within such time period as the iFNHA may require, the iFNHA may at any time after the expiry of such time period discontinue further negotiation with that Proponent by written notice to the Proponent, and the iFNHA may at any time thereafter commence negotiations with another Proponent to finalize a Contract in accordance with the foregoing process with another Proponent. The foregoing process may be undertaken and /or repeated until either a Contract or Contracts are awarded by the iFNHA or until negotiations have been terminated by the iFNHA.

### ***Good Faith Negotiations***

By submission of its Proposal, the Proponent agrees that should it be determined to be a party with whom the iFNHA wishes to negotiate a Contract; the Proponent will negotiate in good faith to enter into a Contract in accordance with the procedures described in this RFP.

### ***Period of Offer***

As at the Closing Time, each Proposal is irrevocable and will remain open as a basis for negotiating a Contract in accordance with the terms of this RFP for a period of three months from the Closing Time.

### ***Debriefing***

After a Contract (or Contracts) are awarded to one or more successful Proponent(s), unsuccessful Proponents may request a debriefing at which the iFNHA will generally explain why the unsuccessful Proposal was not selected. If a Proponent requests a debriefing:

- (a) the debriefing will be solely between the iFNHA and the Proponent requesting the debriefing;
- (b) the debriefing will not include disclosure of any other Proponent's Proposal; and
- (c) all terms of this RFP will apply to the debriefing including, for certainty, the requirement that Proponents will treat all information received at a debriefing as confidential.

## **General Terms and Conditions**

### ***Right of the iFNHA to Reject Proposals and Cancel RFP***

The iFNHA is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the iFNHA's judgment of its best interests and to proceed with the Services in some other manner separate from this RFP. Without limiting the foregoing, the iFNHA will not be bound to accept the lowest-priced Proposal. The iFNHA reserves the right to accept or reject any Proposal in whole or in part.

### ***Waiver of Deficiencies***

If a Proponent submits a Proposal which does not satisfy every request or requirement as described in this RFP, the iFNHA at its sole discretion may, but is not required to waive such deficiency, may seek clarification or additional information from the Proponent, and may consider and treat the Proposal as compliant with the requirements of this RFP.

### ***Proponent's Expenses***

Proponents are solely responsible for their own costs and expenses in relation to this RFP and, including preparing and submitting a Proposal, attending information meetings with the iFNHA if applicable, attending interviews or meetings with the iFNHA during the evaluation of Proposals, and negotiation, finalization and execution of a Contract with the iFNHA if the Proponent is requested to negotiate a Contract.

### ***Limitation of Liability***

By submitting a Proposal a Proponent expressly acknowledges and agrees that:

- (a) the iFNHA, and its respective employees, contractors, consultants and agents, will not under any circumstances, including without limitation, whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "**Claims**") incurred or suffered by any Proponent as a result of or related to the RFP, the preparation of a Proposal, the evaluation of Proposals, acceptance or rejection of any compliant or non-compliant Proposal, breach of any obligations arising under this RFP, negotiations for a Contract or the cancellation, suspension or termination of the RFP process;
- (b) the Proponent will be conclusively deemed to waive and release the iFNHA and its employees, contractors, consultants and agents, from and against any and all such Claims; and
- (c) the Proponent will indemnify and hold the iFNHA and its employees, contractors, consultants and agents harmless against any and all Claims brought against them by third parties arising out of or relating to the Proponent's receipt of this RFP, or the preparation and negotiation of any Proposal submitted by the Proponent, where such third parties were directly or indirectly engaged by or through the Proponent in connection with any of the foregoing.

### ***Liability for Errors***

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

### ***Confidentiality***

Proposals will be treated in confidence. The iFNHA will not release to the public any specific information regarding any Proposal except as may be required by law. Proponents will treat all information received through the RFP process as confidential.

All data collected in support of this project, regardless if they are reproduced or referred to in the final, interim reports or communication (written or verbal), between the respondent and FNHC/iFNHA personnel and all First Nation People shall be the sole property of the iFNHA. All notes, diagrams, and information in any electronic media must be returned to the iFNHA. Duplicates or replications of these contents in any form must be destroyed. A Certification of Destruction will be required on the conclusion of this engagement. Any report, its contents and all information described in the Service Description will be considered confidential, proprietary, intellectual Property of the iFNHA.

### ***Ownership of Proposals***

All Proposals submitted become the property of the iFNHA.

### ***Working Language***

The working language of the iFNHA is English and all Proposals must be in English.

## Defined Terms

In this RFP the following definitions apply:

“**Closing Time**” means the date and time set out in the Key Dates Table.

“**Contact Person**” means the person identified as such in this RFP.

“**Contract**” means a formal written agreement between the successful Proponent and the iFNHA for performance of the Services.

“**Contractor**” means a Proponent that enters into a Contract.

“**Evaluation Committee**” means the committee appointed by the iFNHA to evaluate Proposals.

“**FNHA**” means the First Nations Health Authority.

“**FNHC**”, “**the Council**” or “**the Health Council**” means the First Nations Health Council.

“**FNHS**” or “**the Society**” means the First Nations Health Society.

“**iFNHA**” means the interim First Nations Health Authority.

“**Key Date Table**” means the table of that name included in this RFP.

“**Notice of Intent**” means a notice submitted by a potential proponent of its intent to submit a Proposal.

“**Proponent**” means an entity that submits a Proposal.

“**Proposal**” means a proposal submitted in response to this RFP.

“**RFP**” means this request for proposals.

“**Services**” means the services for which Proposals are sought pursuant to this RFP.

**Appendix A:**

**Required Response Format (proposals should aim to be no longer than 15 pages excluding any attachments)**

REQUIREMENTS	RESPONSE	
<b>1. RESPONDENT</b>		
<i>Name of Individual / Entity (If the Proponent is a partnership or similar arrangement, one party should be named as the primary contact)</i>	<i>Registration No (if relevant), date &amp; where registered. Attach copy of Articles of Association if applicable</i>	<i>General Description of Types of Services Provided</i>
<i>Respondent Key Contact Person:</i>  <i>List relevant information (Name, Position, Address, Phone, Fax and email)</i>		
<b>2. PREVIOUS RELEVANT EXPERIENCE FOR THIS TYPE OF WORK (in past 5 years only) – ensure you relate these projects to the Service Description attached.</b>		
<i>Client/Project/Assignment/Task</i>	<i>Contact References</i>	<i>Date Completed</i>

REQUIREMENTS	RESPONSE
<p><b>3. Capacity</b></p> <p><i>Describe the Proponent's capacity to meet the requirements specified in the Service Description</i></p>	
<p><b>4. Methodology</b></p> <p>a. <i>Describe here how you intend to deliver the Services. Provide detailed information wherever possible including timelines for delivery of key milestones, service levels and reporting requirements</i></p>	
<p>b. <i>What support or resources do you expect of iFNHA or other entities, partners or vendors throughout the project?</i></p>	
<p><b>5. Quality Assurance and Risk Management Practices</b></p> <p>a. <i>Describe your approaches to quality assurance (including describing your QA practices) and risk</i></p>	

REQUIREMENTS	RESPONSE
<p><i>b. Describe your approaches to risk management for this project.</i></p>	
<p><b>6. Price / Costing (Please also see Appendix B of this RFP)</b>  <i>a. Total Price/value of Project</i></p>	
<p><i>b. Detail key cost components as applicable</i>  <i>i. Hours / Fees</i>  <i>ii. Travel Expenses</i>  <i>iii. Supplies &amp; Materials</i>  <i>iv. Third-Party Expenses</i></p>	
<p><i>c. Proposed Payment Terms (Start, Interim and Final Payments according to milestones and deliverables) Please include a copy of the contract you would propose to use for this project.</i></p>	
<p><b>7. Concluding/Final Comments</b>  <i>a. Why are you the “best” supplier for this project?</i></p>	
<p><i>b. What do you / does your company bring to the project that others do not or cannot?</i></p>	

I am authorized to make this Proposal on behalf of the Proponent named above and this Proposal is valid for a period of 3 months after the Closing Time of this RFP \_\_\_\_\_

## **Appendix B: Additional network and operational elements**

Network design elements to include but not limited to:

- a. Dynamic routing - BGP, OSPF, MPLS;
- b. QoS design/methodology;
- c. Firewall design;
- d. Virtual routers (Virtual router & forwarding - VRF);
- e. VLAN structure/number scheme;
- f. Coordinated IP addressing plan;
- g. Redundancy/fail-over methodology;
- h. Traffic management/analysis tool set and methodology;
- i. Event alert/notification tool set and methodology;
- j. Secure remote device management;
- k. Scalability and expandability;
- l. Security policies and standards;
- m. Encryption standards (transport vs. application layers);
- n. Extranet connectivity.

Additional detailed requirements for network management requirements to include but not limited to:

Fault Management:

- Network Management Platforms
- Troubleshooting Infrastructure
- Fault Detection and Notification
- Proactive Fault Monitoring and Notification

Configuration Management:

- Configuration Standards
- Configuration File Management
- Inventory Management
- Software Management

Performance Management:

- Service Level Agreement
- Performance Monitoring, Measurement, and Reporting
- Performance Analysis and Tuning

Security Management:

- Authentication
- Authorization
- Accounting
- SNMP Security

Account Management:

- Activation and Data Collection Strategy
- Configure IP Accounting

Tools, equipment, etc. to support above