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MINISTRY OF LABOUR AND CITIZENS' SERVICES  
Request for Qualifications

*Hotspot Services*

WTS-RFQ-11114

*(first part of a 2-part process)*

Issue date: June 18, 2007

Closing location:

<b>MAIL ONLY:</b>	<b>COURIER/BY HAND:</b>
Purchasing Services Branch P.O. Box 9476, Stn. Prov. Gov't. Victoria, B.C. V8W 9W6 Attention: Phil Bates	Purchasing Services Branch c/o 2 <sup>nd</sup> Floor 563 Superior Street Victoria, B.C. V8V 1T7 Attention: Phil Bates

Closing date and time:

**Three (3) complete Response copies must be received before 2:00 pm  
Pacific Time on July 19, 2007**

Contact person:

**Phil Bates, IT Contract Planning Specialist  
email address: phil.bates@gov.bc.ca**

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## 1. Overview of the Requirement

Workplace Technology Services (WTS) of the Ministry of Labour and Citizens' Services wishes to qualify suppliers of publicly used wireless Internet access services, typically referred to as "Hotspot" services. The Province is considering making Hotspot Services available at some government sites to enable visitors to access the Internet. Note, corporate wireless networking ("WiLAN") is not within the scope, or purpose, of this solicitation.

The Province has locations where having Hotspot Services would be useful to visitors, however, at this time we do not have an inventory of potential Hotspot locations, nor are we able to estimate potential usage.

Based on a review of Responses to this RFQ, and further analysis of the Province's Hotspot requirements, the Ministry may issue a Request for Proposals (RFP) as the second part to this 2-part solicitation. Respondents qualified by this RFQ will be invited to compete on that RFP.

## 2. Request for Qualifications Definitions

Throughout this Request for Qualifications, the following definitions will be used:

- a) "BC Bid" means the electronic tendering service maintained by the Province and "BC Bid Website" means the website at [www.bcbid.ca](http://www.bcbid.ca).
- b) "Contract" means a written contract executed by the Province a Contractor;
- c) "Contractor" means a Qualified Respondent who is the successful Proponent to an RFP who enters into a Contract with the Province;
- d) "Hotspot Services" means wireless network access to the Internet made available for public use;
- e) "must" or "mandatory" means a requirement that must be met in order for a Response to receive consideration;
- f) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry of Labour and Citizens' Services;
- g) "Qualified Respondent" means a Respondent possessing the qualifications described in this RFQ;
- h) "Respondent" means an individual or a company that submits, or intends to submit, a Response;
- i) "Response" means a statement of qualifications submitted in reply to this RFQ;
- j) "RFP" means a Request for Proposals for provision of the services described in Section 4 that may be issued to all Qualified Respondents;
- k) "RFQ" means the process described in this Request for Qualifications; and
- l) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of this RFQ.

### **3. Request for Qualifications**

#### **3.1 Enquiries**

All enquiries related to this RFQ are to be directed, in writing, to the contact person at the mailing address on the front cover of this RFQ. Information obtained from any other source is not official and should not be relied upon. Do not contact the Ministry/agency involved. Enquiries and answers may be recorded and distributed to all Respondents at the Province's option.

#### **3.2 Closing Date**

Three (3) complete hard copies of each Response plus one electronic copy on CD or USB memory stick must be received before 2:00 pm, Pacific Time, on July 19, 2007 at the address on the front cover of this RFQ. Responses must not be sent by facsimile or e-mail. Responses and their envelopes should be clearly marked with the name and address of the Respondent, the RFQ number, and the project or program title.

#### **3.3 Late Responses**

Responses will be marked with their receipt time at the closing location. Only complete Responses received and marked before closing time will be considered to have been received on time. Hard-copies of late Responses will not be considered or evaluated. In the event of a dispute, the Response receipt time as recorded at the closing location will prevail whether accurate or not.

#### **3.4 Qualifications Review Committee**

Review of Responses will be by a committee formed by the Province and may include employees and contractors of the Province.

#### **3.5 Review and Selection**

The qualifications review committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. Responses not achieving a pass in every category will not be considered further. Qualified Respondents will be provided with a copy of the RFP if one is issued.

#### **3.6 Signed Responses**

The Response must include a cover letter substantially similar to the cover letter set out in Appendix A and the cover letter must be signed by a person authorized to sign on behalf of the Respondent and to bind the Respondent to statements made in the Response to this RFQ.

#### **3.7 Changes to Response Wording**

The Respondent will not change the wording of its Response after the closing date and time specified on the front cover of this RFQ and no words or comments will be added to the Response unless requested by the Province for purposes of clarification.

### **3.8 Respondent Expenses**

Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the Province, if any. The Province will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **3.9 Acceptance of Responses**

This RFQ is not an agreement to purchase goods or services. The Province is not bound to enter into a Contract with any Qualified Respondent. Responses will be assessed in light of the qualification review criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Respondent.

### **3.10 Request for Proposals**

It is anticipated that an RFP will be issued to all Qualified Respondents within six (6) months after the closing of this RFQ.

### **3.11 Definition of Contract**

Notice in writing to a Respondent that it has been identified as a Qualified Respondent will not constitute a Contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ or in any subsequent RFP. Only if a Qualified Respondent and the Province enter into a subsequent full written Contract, as a result of an RFP, will a Respondent acquire any legal or equitable rights or privileges.

### **3.12 Modification of Terms**

The Province reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ at any time without issuing an RFP and the right to cancel the RFP at any time without entering into a Contract.

### **3.13 Ownership of Responses**

All documents, including Responses, submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **3.14 Confidentiality of Information**

Information pertaining to the Province obtained by the Respondent as a result of participation in this RFQ and any subsequent RFP is confidential and must not be disclosed without written authorization from the Province.

### **3.15 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 subcontractors. If this RFQ requires Respondents to provide the Province with personal information of employees who have been included as resources in response to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents are to specify that the personal information may be forwarded to the Province for the purposes of responding to this RFQ and use by the Province for the purposes set out in the RFQ. The Province may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the Province.

### **3.16 Additional Information on this RFQ**

All subsequent information regarding this RFQ, including changes made to this document, will be posted on the BC Bid Website. It is the sole responsibility of the Respondent to check for amendments and additional information on the BC Bid Website.

### **3.17 Form of Contract**

The form of Contract for Hotspot Services is unknown. However, in the case of a test or trial of a Hotspot Service, that the Province and a Qualified Respondent agree to carry out, the agreement will be substantially similar to the terms and conditions of the *Product Trial Agreement* attached as Appendix B to this RFQ.

## **4. Services**

Qualified Respondents who become Contractors may perform and be responsible for the following services and duties:

- a) Provisioning of network access to Hotspot access points;
- b) Provisioning of cabling to Hotspot access points;
- c) Hotspot equipment and services including access point hardware, project management, pre-installation engineering, configuration, installation and testing;
- d) Service support to end users; and
- e) User/subscriber acquisition and billing.

## 5. Qualification Criteria

### 5.1 Introduction

There are a number of legal, business, and technical issues related to Hotspot Services that the Ministry needs understand before proceeding with an RFP. This qualification process is designed to allow both the Ministry and potential suppliers to share knowledge of infrastructure requirements, usage projections, technology constraints, business models, security concerns, legal issues etc.—related to Hotspot Services.

The Ministry is also issuing Request for Information *RFI-11114* “Wireless Internet Access & Community Initiatives” to begin a dialogue with local governments and community groups currently developing wireless Internet access services. This is being done to avoid infrastructure overbuild, redundant services and frequency interferences as well as to gather information on innovative approaches to providing wireless Internet access to the public.

### 5.2 Qualification Process

To facilitate an information sharing approach prior to the implementation of Hotspot Services at government sites this RFQ and the ensuing RFP will be in three phases:

- a) Phase 1, this RFQ, will qualify potential suppliers of Hotspot Services;
- b) In Phase 2 Qualified Respondents will be invited to provide ideas, information and recommendations related to Hotspot Services. As well, the Ministry may ask Qualified Respondents to demonstrate or pilot their Hotspot Services in partnership with government clients (see Appendix B for an example of the contractual terms that might apply). The goals of this phase are to refine the criteria for Hotspot technology in areas such as: security, business models, contractual terms and conditions, estimates of potential usage, and standards related to deployment and installation.
- c) Phase 3 is the second part of the 2-part solicitation process. Qualified Respondents will be eligible to receive an RFP for the supply and support of Hotspot Services. However, the Ministry reserves the right to publicly post, on BCBid, an RFP for Hotspot Services.

### 5.3 Qualification Criteria

#### 5.3.1 CORPORATE CAPABILITY

Briefly describe your company’s wireless network services. Show evidence that:

- a) Respondent has a track record and installed base of wireless access services based on IEEE 802.11 WiFi technology.
- b) The Respondent has Hotspot accounts in BC and/or western Canada.
- c) The Respondent has a portfolio of accounts, and supports hundreds of wireless access points, in one or more sectors such as Municipal, Business, Retail, Industrial, Manufacturing, Health Care Facilities, Hotels/Resorts, Restaurants and Clubs.

### 5.3.2 HOTSPOT TECHNOLOGY

Describe the technical components of your Hotspot Services including security elements. Show evidence that:

- a) The Respondent has Hotspot solutions customizable to a range of coverage sizes and simultaneous users; for example—from coffee shop to conference centre sized venues.
- b) The Respondent’s Hotspot Services are designed and configured to allow only authorized users access to the Internet. The Hotspot Service has system features to reduce the possibility of “hitchhiking”, “evil twinning” and attempts to alter device settings through hacking activities.
- c) The Respondent’s Hotspot Services utilize “meshing” technology to reduce or eliminate the need for additional wiring when adding additional access points.

### 5.3.3 HOTSPOT SERVICE

Describe the service components of your Hotspot Services, focusing on the end-user experience. Show evidence that the service has:

- a) A browser-based login.
- b) Users are given the ability to “sign-up” to a wireless plan.
- c) Users with existing wireless accounts with the Respondent have their Hotspot usage charges added to that bill.

### 5.3.4 HOTSPOT SERVICE SUPPORT

Describe the support components of your Hotspot Services. Show evidence that:

- a) The Respondent’s Hotspot Services are monitored remotely and can alert technical staff in the event of network or system failures.
- b) The Respondent has 24/7/365 technical support for Hotspot problem resolution.

## 5.4 Evaluation System

### 5.4.1 Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the qualifications review process.

- 
1. The Response must be received at the closing location by the specified closing date and time.
  2. The Response must be in English and must **not** be sent by facsimile or email.
  3. Three (3) copies of the Response must be submitted including a soft copy on CD or USB memory stick.
  4. The Response must include a cover letter substantially similar to the cover letter set out in Appendix A and the cover letter must be signed, by a person authorized to sign on behalf of the Respondent and to bind the Respondent to the statements made in the Response to this RFQ.
-

## 5.4.2 Desirable Criteria

Responses meeting all mandatory requirements will be further assessed against the following desirable criteria by a Qualifications Review Committee (see 3.4). To be qualified a Respondent has to achieve a pass in each category.

Criteria (see 5.3 above)	Reasonability test	Yes / No
Corporate Capability	Does the Respondent have sufficient background with Hotspot Services to be a low risk choice of supplier to the Province?	
Hotspot Technology	Is the Respondent's technical solution competitive with the current state-of-the art for Hotspot Services?	
Hotspot Services	Is the Respondent's Hotspot Service user friendly?	
Hotspot Support	Does the Respondent have a well supported Hotspot Service?	

## 6. Response Format

The following format and sequence should be followed in order to provide consistency in the Respondent's submission and to ensure that each Response receives full consideration.

- a) All pages should be consecutively numbered.
- b) A signed Response Covering Letter is included (see Appendix A).
- c) A brief overview of the Respondent's Hotspot Services line of business.
- d) The response should address each of the criteria given in Section 5.3 *Qualification Criteria*. Tip: the discussion points given after the phrase "show evidence that" indicate the type of information the evaluation team will be evaluating.

Should you require any clarification on any part of this document please email [phil.bates@gov.bc.ca](mailto:phil.bates@gov.bc.ca) to request assistance.

# Appendix A – Response Covering Letter

Letterhead or Respondent's name and address

Date:

[NAME OF MINISTRY]

[ADDRESS]

Attention: [Name]

Subject: Request for Qualifications No. [ ], including any amendments or additions (the "Request For Qualifications")

**NOTE:** amendments and additions will be posted to the BC Bid website at [www.bcbid.ca](http://www.bcbid.ca) It is the Respondent's sole responsibility to check for amendments and additional information.

The enclosed Response is submitted in response to the above-referenced Request for Qualifications.

We have carefully read and examined the Request for Qualifications and have conducted such other investigations as were prudent and reasonable in preparing the Response. We are authorized to submit this Response on behalf of the Respondent.

Yours truly,

---

*Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Legal name of Respondent: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix B

## PRODUCT TRIAL AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for Ministry of Labour and Citizen Services

(the "Province")

OF THE FIRST PART

AND:

COMPANY NAME,  
Address  
City, Province Canada  
VXX XXX

(the "Supplier")

OF THE SECOND PART

WHEREAS:

- A. The Province wishes to use the Product for a trial period in order to determine potential usefulness to the Province; and
- B. The Supplier agrees to allow the Province to use the Product during the Trial Period on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and in good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

### DEFINITIONS

1.01 In this Agreement and the Recitals hereto:

- (a) "Product" means the Supplier's hardware/software product as described in Schedule "A"; and
- (b) "Trial Period" means the period described in section 2.01.

### TRIAL PERIOD

2.01 The Trial Period of this Agreement will be deemed to commence on \_\_\_\_\_ 00, 2007, notwithstanding the actual date of execution and delivery of this Agreement, and will end on \_\_\_\_\_ 00, 2007, unless terminated earlier pursuant to section 7.01 or extended as agreed to in writing by the parties.

### REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER

3.01 The Supplier represents and warrants that it has, and will have on the date of delivery of the Product, the full right and authority to loan the Product to the Province in accordance with this Agreement.

- 3.02 The Province accepts that the Supplier provides the Product to the Province on an "as-is" basis, and, except as set out in section 3.01, that the Supplier makes no express or implied representations or warranties of any kind, including but not limited to any implied warranties of merchantability or fitness for a particular purpose or other warranties available under the *Sale of Goods Act*.

#### **OBLIGATIONS OF THE SUPPLIER**

- 4.01 The Supplier will loan the Product to the Province (and will provide any Product support and maintenance services that the Supplier determines are necessary) for use without charge during the Trial Period.
- 4.02 The Supplier will deliver the Product to the Province on the first day of the Trial Period or as soon as is reasonably practicable thereafter.
- 4.03 The Supplier will provide a technical representative to answer any comments or concerns the Province may have regarding the Product.
- 4.04 The Supplier will indemnify and save harmless the Province, its employees or agents, from and against any and all losses, liabilities, judgments, awards, and costs (including legal fees and expenses) arising out of or related to any claim that the Province's use or possession of the Product infringes or violates the copyright, trade secret or other proprietary right of any third party, and the Supplier, at its sole expense, will defend or settle any such claim.

#### **OBLIGATIONS OF THE PROVINCE**

- 5.01 The Province will use the Product only for testing purposes and has the sole responsibility for protecting all of its data used in connection with the Product.
- 5.02 If the Supplier determines that Product support and maintenance services are necessary, the Province will provide the Supplier with reasonable access to its facilities for that purpose.
- 5.03 The Province will not assign, directly or indirectly, this Agreement, or any rights under this Agreement, to any third party without the prior written consent of the Supplier.
- 5.04 If the Supplier has title to and ownership of the Product, that title and ownership will at all times remain with the Supplier, and the Province will do nothing inconsistent with the Supplier's title and ownership.
- 5.05 The Province will not modify the Product in any way without the prior written approval of the Supplier.
- 5.06 **[For Software]** The Province may make any copies of the Product that it requires for archival or backup purposes during the Trial Period, provided that all titles, trademarks, copyright and restricted rights notices will be reproduced in such copies.
- 5.07 The Province will appoint a contact person to receive information from and to report problems to the Supplier.
- 5.08 Nothing in this Agreement will be construed as an obligation on the part of the Province to purchase the Product.

#### **LIABILITY**

- 6.01 Subject to section 4.04, in no event will either party be liable to the other for indirect, special, incidental or consequential damages, however they may arise, and even if a party has been previously advised of the possibility of such damages.

- 6.02 The Supplier will be liable for claims for personal injury or property damage, including but not limited to, breach of contract, breach of warranty, or tort, and the Supplier will not be liable to the Province except as provided for in this section.

## **TERMINATION**

- 7.01 This Agreement may be terminated by either party upon 10 days written notice to the other party.
- 7.02 At the end of the Trial Period or on earlier termination, the Province will, as directed by the Supplier:
- (a) de-install or permit the Supplier to de-install the Product and return it to the Supplier or permit the Supplier to collect it in the same condition as delivered, normal wear and tear excepted;
  - (b) return to the Supplier or permit the Supplier to collect all related documentation; and
  - (c) return, permit the Supplier to collect, or destroy all copies made pursuant to section 5.06.

## **NON-WAIVER**

- 8.01 No provision of this Agreement and no breach by either party of any such provision will be considered to have been waived unless such waiver is given in writing by the other party.
- 8.02 The written waiver by either party of any breach by the other party of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by that party of the same or any other provision of this Agreement.

## **GENERAL**

- 9.01 Time will be of the essence of this Agreement.
- 9.02 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 9.03 The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 9.04 In this Agreement wherever the singular is used it will be construed as if the plural, as the case may be, had been used where the context or the parties so require.
- 9.05 Both parties will treat as confidential and will not without the prior written consent of the other party publish, release or disclose, either before or after the expiration or sooner termination of this Agreement, the existence of this Agreement or any of its terms or any information supplied to, obtained by or which comes to either party as a result of this Agreement, except:
- (a) insofar as such publication, release or disclosure is
    - (i) necessary to enable either party to fulfil its obligations under this Agreement,
    - (ii) required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act*, or
    - (iii) general public knowledge; or
  - (b) to either party's auditors or legal advisors.

- 9.06 Nothing in this Agreement will be deemed to grant to either party a license in the other party's copyrights or patents.
- 9.07 The Schedules attached to this Agreement are an integral part of the Agreement as if set out at length in the body of the Agreement.
- 9.08 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and replaces any agreements or undertakings regarding the subject matter of this Agreement entered into, made or given by the parties prior to the date this Agreement is deemed to come into force.
- 9.09 If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.
- 9.10 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 9.11 All provisions of this Agreement in favour of either party and all rights and remedies of either party, either in law or equity, will survive the expiration or sooner termination of this Agreement.
- 9.12 A reference to a statute in this Agreement, whether or not that statute has been defined, means a statute of the Province of British Columbia, unless otherwise stated, and includes all amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof.
- 9.13 No amendment or modification to this Agreement will become effective unless it has been reduced to writing and duly executed by the parties.
- 9.14 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

**COUNTERPARTS**

- 10.01 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered will be an original, and all such counterparts may be delivered by facsimile transmission and such transmission will be considered an original.

The parties have duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007\_\_.

SIGNED AND DELIVERED on behalf of  
 behalf of  
 the Province by an authorized  
 signatory  
 representative of the Province

SIGNED AND DELIVERED on  
 the Supplier (or by an authorized  
 of the Supplier if a corporation)

\_\_\_\_\_

\_\_\_\_\_  
 (Authorized Representative)  
 (Supplier or Authorized Signatory)