

NY PUBLIC RADIO OFFICE VIDEO SURVEILLANCE SYSTEM



REQUEST FOR PROPOSAL

November 8th, 2024

New York Public Radio (“NYPR”) is looking for a supplier to provide consulting and installation services on the operational design and implementation of a video surveillance system (“VSS”). The video surveillance system will be located in the NYPR office located at 160 Varick Street, New York, New York 10013. This document, together with all attachments, is a Request for Proposal (“RFP”) for such VSS services.

When evaluating your proposal, the following criteria will, without limitation, be taken into consideration

:

- Proposed solutions and processes for the specified business requirements
- Ability to meet required service levels
- Supplier capabilities and industry expertise
- Reliability of supplier
- Competitive pricing / incentives

I. OVERVIEW OF SERVICES AND DEFINITIONS

When in this RFP we refer to “we”, “us”, “our”, “our company”, or “NYPR”, it means collectively NYPR and its affiliates; and when in this RFP we refer to “you”, “your”, or “your company” it means the individual preparing the proposal in response to this RFP and the supplier with which such individual is associated.

This RFP sets forth the requirements for the office surveillance system (the “Services”) and solicits a proposal from you, including pricing and other details, in our specified format.

“**VSS**” means the video surveillance system.

“**Effective Date**” means the date the Contract (defined in Section III.B below) is to become effective as set forth in the Contract signed by NYPR.

“**NYPR Office**” means the NYPR office located at 160 Varick Street, New York, New York 10013 and further referenced in Section B. Services Overview.

A. SERVICES OVERVIEW

The NYPR Security and Office Services department is working jointly with the NYPR Information Technology department to install a new VSS.

NYPR is targeting for a fully operational system on or before June 30th, 2025.

The VSS must be capable of providing the minimum services described in Section IV. Services Supplier Requirements.

II. INSTRUCTIONS FOR RESPONDING TO THIS RFP

A. SCHEDULE OF EVENTS

Event	Date
Release of RFP	November 8, 2024
Suppliers communicate intent to submit proposals	November 14, 2024, 1pm ET
Supplier site visit	November 22, 2024, 10am ET
Suppliers submit questions no later than	December 2, 2024, 4pm ET
NYPR responds to supplier questions	December 12, 2024
Proposals due no later than	December 20, 2024, 4pm ET

B. INTENTION TO SUBMIT A PROPOSAL

Vendors must notify NYPR of their intention to submit a proposal **no later than 1:00 pm (ET) on November 14, 2024**. Send notification by email to: sshultis@NYpublicradio.org, **Email Subject Line: Vendor Name**
Response: RFP-001-24-NYPR

C. SUPPLIER SITE VISIT

A site visit and walk-through to accommodate all suppliers will be held at the NYPR office at **10:00am ET on Friday, November 22**.

The full names of anyone attending must be emailed to sshultis@nypublicradio.org by **4:00pm ET Thursday, November 21 for security clearance to enter the premises**. Attendees must bring and present official ID to the building security the day of the site visit.

D. RFP QUESTIONS

Any questions or comments regarding this RFP must be submitted in ONE consolidated email to sshultis@NYpublicradio.org by **4:00 pm (ET) on December 2, 2024**. By submitting a question, you authorize NYPR to share your question and any response to such question with all suppliers responding to the RFP.

All Communications regarding this RFP must be submitted **via email** to: sshultis@NYpublicradio.org, **Email Subject Line: Vendor Name** Response: RFP-001-24-NYPR

E. COMPLETION OF PROPOSAL

- Please follow all instructions when completing your proposal.
- Please answer each question in its entirety and follow the format and structure of this RFP. **Do not modify any of the definitions or sections of this RFP.**
- If you would like to provide additional information that does not conform to the format and structure of the RFP, please do so in a separate document. However, **we will not accept your proposal in response to this RFP unless you complete all applicable sections in the manner requested by us.**

- By submitting a proposal in response to this RFP, each supplier agrees that, where signatures or initials are required, the signatory is authorized to act on behalf of the supplier with which such individual is associated, including, without limitation, having all the necessary authority to sign contracts on behalf of the supplier with which such individual is associated.

F. SUBMISSION OF YOUR PROPOSAL

***Vendors are to mail hard copies of their RFP proposals. The deadline for accepting proposals is 4:00pm ET on December 20, 2024. The address for all proposals is:**

**NY Public Radio
ATT: Steve Shultis, RFP-001-24-NYPR
160 Varick St., 7th Floor
New York, NY 10013**

All Vendors that submit proposals in response to this RFP are expected to be available to meet with NYPR (whether by phone or in person) at NYPR’s discretion for any follow-up discussions regarding their submitted proposals.

****Failure to submit your proposal by the specified date & time will result in disqualification in the RFP process****

G. SERVICES SUPPLIER REQUIREMENTS

Please read through each of the Services Supplier Requirements below and sign your initials to the right of each category to indicate that you agree and shall comply. If there are any Services Supplier Requirements to which you are unable to agree, you must provide a detailed explanation and a suggested alternative in Section VI. Supplier-Suggested Alternatives to Services Supplier Requirements.

1. Working with NYPR’s CTO and security services contractor T&M USA LLC, to replace existing, legacy VSS with a state-of-the-art system, including 22 cameras and related wiring, operating software with storage capabilities. _____

2. Please share the specific video surveillance software your company utilizes. Additionally, specify any information on its features, scalability, and integration capabilities with other security systems. _____
 - a. Replace any existing VSS tools and technologies currently managed or owned by NYPR. _____

 - b. Work with NYPR IT department to recommend technology products/solutions to support the functions of the VSS and software. _____

Description of Services

- c. Provide operation training for select NYPR staff assigned to work with the new VSS integrated system.
- d. Provide a dedicated project manager to oversee/lead operational design and installation of the VSS. Provide details of recommended maintenance schedule and the specifics of contractual obligations if any.

Category

Services Supplier Requirements

Supplier Initials

Personnel Assigned by Supplier to provide Services to NYPR

- 3. All persons assigned by Supplier to provide Services to NYPR shall be employees of Supplier, or a subsidiary of Supplier or its corporate parent or, if NYPR has approved use of a particular subcontractor in writing, employees of that subcontractor of Supplier.
- 4. All persons assigned by Supplier to provide Services to NYPR shall be fully qualified and have all the appropriate licenses as required by the applicable laws and regulations to perform Services.
- 5. As part of Services, Supplier shall ensure all persons assigned by Supplier to perform Services for NYPR adhere to all applicable laws, rules and regulations.

Absence of Volume and/or Revenue Guarantees

- 6. NYPR does not in any way or form guarantee to Supplier any revenue from and/or any volume of Services.
- 7. Supplier shall, prior to the commencement of the Contract, obtain at its sole cost and expense, and thereafter at all times during the performance of the Contract, maintain, and cause each Subcontractor to obtain at its sole cost and expense, and thereafter at all times during the performance of the Contract, maintain, the following types of insurance with limits of coverage not less than those set forth below.
 - a. Workers' Compensation Insurance in compliance with the laws of the state or province where the

Insurance

services and/or products are to be provided, covering employees, volunteers, temporary workers and leased workers.

- b.** Employers' Liability Insurance covering employees, volunteers, temporary workers and leased workers. with minimum limits of:

 - i One million dollars (US\$1,000,000) – each accident
 - ii One million dollars (US\$1,000,000) Disease – each employee
 - iii One million dollars (US\$1,000,000) Disease – policy limit

- c.** An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage with minimum limits of:

 - i Ten million dollars (US\$10,000,000) per occurrence
 - ii Ten million dollars (US\$10,000,000) general aggregate
 - iii Ten million dollars (US\$10,000,000) products/completed operations aggregate

- d.** Automobile Liability Insurance, covering owned, non-owned, leased or hired autos, with a minimum combined single limit of one million dollars (US\$1,000,000) each accident.

- e.** Property insurance for protection against loss or damage to property or equipment owned, borrowed or rented by the Supplier.

- f.** Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella/excess policies shall follow form of the underlying coverage.

**Insurance
(Cont.)**

- 8.** All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of "A-VII" or better. NYPR and its officers, directors, employees, representatives, agents, affiliates, successors and assigns ("Additional Insureds") must be named as Additional Insureds on the Commercial General Liability, Commercial Automobile Liability and Umbrella/Excess Liability Policies.

a. Additional insured coverage for all liability in connection with the subject matter of this contract must extend to include product/completed operations coverage. Furthermore, products/completed operations insurance shall be maintained for a minimum period of three (3) years after final payment and Supplier shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.

b. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

c. General conditions applicable to all policies are that (i) no policy shall contain a self-insured retention ii) no policy shall contain a deductible in excess of \$25,000 and (iii) the Supplier shall be responsible for satisfaction of all deductibles.

d. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Supplier.

9. Supplier and its subcontractors shall provide the Additional Insureds with a waiver of the insurers' subrogation rights with respect to losses paid under such policies. _____

10. Prior to commencement of Services and from time to time upon NYPR's request, Supplier shall provide NYPR evidence of Supplier's insurance in the form of a certificate of insurance indicating the amount of insurance coverage, the nature of such coverage and expiration dates of each policy. Such certificate shall name the appropriate Additional Insureds above and shall include a thirty (30) day advance written notice to NYPR of any change and/or cancellation of coverage. Receipt by NYPR of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. _____

Account Management

11. As part of Services, Supplier shall provide a dedicated account manager ("Account Manager") for Services. In the event of a contractual obligation, an account manager will be assigned to NYPR through the duration of the contract. At minimum, Account Manager will be required to participate in a Quarterly Business Review. _____

Confidentiality	<p>12. Supplier agrees not to use or disclose to any third party (other than subcontractors approved by NYPR and only to the extent required for the subcontractor to perform the Services) NYPR's Confidential Information (as defined below), and to take all steps necessary to ensure that its employees, subcontractors and/or agents do not disclose such Confidential Information to third parties. "Confidential Information" means any non-public information relating to NYPR, its officers, directors, employees, representatives, agents, or affiliates of which Supplier becomes aware. Confidential Information also includes non-public information about a third-party that Supplier obtains through any of the foregoing.</p>	_____
Privacy	<p>13. Supplier acknowledges that NYPR is and/or may be subject to laws, regulations, and ordinances in the United States and other countries governing the privacy and confidentiality of personal information ("Privacy Laws"). Supplier will comply with all applicable Privacy Laws relating to the collection, use and disclosure of any personal information. In addition to the foregoing, Supplier hereby certifies that it has implemented and will maintain an effective information security program to protect personal information of individuals on whom NYPR requests any background checks, as well as NYPR's employees, customers, and agents, which program includes administrative, physical and technical safeguards to: (a) ensure the security and confidentiality of such personal information; (b) protect against any anticipated threats or hazards to the security or integrity of such personal information; and (c) protect against unauthorized access to or use of such personal information. No limitation of liability or exculpation of Supplier shall apply to any liability arising out of or in connection with this provision. This provision shall survive the termination or expiration of the Contract.</p>	_____
Subcontracting	<p>14. Supplier shall not assign or subcontract any or all of its performance under the Contract without the prior written consent of NYPR (which consent may be granted or withheld in NYPR sole discretion). In the event NYPR grants its written consent to any assignment or subcontracting of Services, all obligations of the Supplier under the Contract shall apply fully to any such assignee or subcontractor. Supplier shall remain fully liable for the performance of such assignee or subcontractor hereunder.</p>	_____
Background Checks	<p>15. As part of Services, Supplier shall perform necessary, complete and thorough background and any other applicable checks prior to assigning any person or persons to provide Services at the NYPR office located at 160 Varick Street, NY, NY, 10013 to NYPR and, upon NYPR's request, shall provide evidence to NYPR that such person(s) have successfully completed such</p>	_____

checks. Supplier will not permit any person (including any person employed by a subcontractor) to perform the Services at the NYPR office if such person has not successfully completed a background and any other applicable check.

Publicity

16. Supplier shall not use and shall not permit its employee(s), agent(s) and/or subcontractor(s) to use the name, service mark(s), or trademark(s) of NYPR or in any way advertise its relationship with NYPR without the prior written consent of NYPR.

Pricing

17. Supplier guarantees that prices for Services submitted as part of or accompanying Supplier proposal in response to this RFP are all-inclusive and include all costs, fees, and charges for providing Services described in this RFP.

Taxes and Surcharges

18. Supplier shall be responsible for any and all mandatory contributions, withholdings, taxes and surcharges, including without limitation, federal, state or local taxes, use, excise or similar taxes applicable to Services and/or the employment of any person assigned by Supplier to provide Services to NYPR.

Independent Contractor

19. The legal relationship of the parties to each other shall be that of independent contractors and nothing herein shall be deemed to constitute either party the employer, employee, agent, partner or joint venturer of the other.

20. Supplier does not have and shall not have any power, and Supplier shall not represent that Supplier has any power, to bind NYPR, to assume or to create any obligation or responsibility, express or implied, on behalf of NYPR or in its name. Neither Supplier nor any Supplier personnel shall be considered, under the provisions of the Contract or otherwise, as an employee of NYPR, and shall not be entitled to participate in any plans, arrangements, or distributions by NYPR pertaining to or in connection with any pension, stock, bonus, profit sharing, health plans, or similar benefits provided or available to NYPR employees. Supplier shall be solely responsible for satisfying its obligations and responsibilities as an employer with respect to any Supplier personnel, including, without limitation, all obligations under any federal, state or local laws, regulations or orders now or hereafter in force such as those relating to taxes, workers' compensation, unemployment benefits, pensions, health insurance, dental coverage, and other similar benefits, compensation or insurance, whether or not such obligations and responsibilities arise as a result of Supplier's engagement of persons for any performance required of Supplier hereunder.

21. Notwithstanding anything to the contrary in the Contract, Supplier shall be fully responsible for any acts or

omissions of any Supplier personnel and for ensuring the compliance by all Supplier personnel with the terms & conditions of the Contract. Supplier shall have a written agreement with all approved subcontractors & other third parties whose services may be secured to perform hereunder, sufficient to enable Supplier to comply with all of the terms of the Contract.

**Applicable Law;
Disputes**

22. The Contract shall be construed and enforced in accordance with the laws of New York and the laws of the United States applicable therein, without regard to their choice-of-law provisions. All disputes or causes of action relating to the Contract shall be heard exclusively in a court of competent jurisdiction in the City of New York, State of New York, U.S.A., and Supplier hereby consents to the jurisdiction of such courts and to the service of process by mail.

**Supplier
Representations &
Warranties**

23. Supplier represents and warrants that: (a) it has the full power, authority and legal right to enter into and perform the Contract; (b) the Contract will be a legal, valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms; (c) the Services to be provided by Supplier do not and will not violate or infringe any right of any person or entity and do not and will not require NYPR to pay any additional fees or secure any additional licenses to use the Services; and (d) the Supplier has not taken and will not take any action that interferes in any manner with NYPR's rights under the Contract or that is otherwise inconsistent with the terms of the Contract.

Indemnification

24. Supplier shall indemnify and hold harmless NYPR, its officers, directors, employees, representatives, agents, affiliates,, successors and assigns (collectively, "NYPR Indemnified Parties") from and against any damages, claims, liabilities, and costs, including reasonable attorneys' fees, court costs and related disbursements, or losses of any kind or nature whatsoever (whether incurred by NYPR Indemnified Parties in actions involving third parties or in actions against Supplier to enforce its rights hereunder, and collectively referred to hereinafter as "Claims") which may in any way arise from (a) acts or omissions of Supplier, its employees or other persons retained by Supplier, or (b) any breach or alleged breach by Supplier of the terms of the Contract, provided that Supplier is given prompt written notice of such Claims and that Supplier shall be given the option to undertake and conduct the defense of any such Claims. Supplier shall not indemnify, defend or hold harmless NYPR Indemnified Parties from and against any liability, cost or expense arising out of the acts or omissions of NYPR Indemnified Parties or the independent acts of third parties not affiliated with

Supplier. NYPR will not agree to a monetary limitation of liability in connection with this indemnification provision.

Non-Discrimination

25. Supplier shall comply with all applicable non-discrimination and affirmative action provisions of applicable federal, state and local jurisdictions. In performance under the Contract, Supplier shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, gender, sexual orientation, age or disability.
26. Please complete and include the NY State Sexual Harassment Prevention Certificate linked below with your RFP:
https://www.criminaljustice.ny.gov/ofpa/pdffdocs/sexual_harassment_prevention_policy_training_cert.pdf
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H. SUPPLIER-SUGGESTED ALTERNATIVES TO SERVICES SUPPLIER REQUIREMENTS

If you are unable to agree to any of the Services Supplier Requirements listed in section V (Services Supplier Requirements), please specify below the category and number of the Services Supplier Requirement you are unable to agree to, provide a detailed explanation of why you are unable to agree to that particular requirement and suggest an alternative for that Services Supplier Requirement.

I. PRICING

Please provide your proposed pricing for described services in section titled Services Requirements.

IV. QUESTIONS

A. SUPPLIER BACKGROUND

1. List your company's official registered name, Dun & Bradstreet number, parent company name (if applicable), address, phone and fax number, website, and headquarters location (if different than company address).
2. Please provide one copy of your most recent annual report. If you are not a public company, please provide a copy of your most recent audited financial statements.
3. How long have you been in business? How long have you been performing Services?
4. What were your 2023 gross sales? How have these varied since 2018?
5. What was your 2023 net profit? How has this varied since 2018?
6. List names, titles, and phone and email contact information of key contacts for this Services RFP and the operation and servicing of our account if a contract is awarded to your company for Services.
7. Is your company bonded? If yes, please provide details.
8. Please provide the following litigation* information:
 - a. Detail all litigation* that your company, subsidiaries, and/or parent company have been party to since 2015.
 - b. Specify if any of the litigation* above involves employment law.

(* Litigation includes, without limitation, matters before courts, federal, state & city agencies, and arbitration panels.)

9. Has your company or any members of your management team been convicted of a crime? If so, please provide detailed information.
10. Has your company, any affiliate, or any of your/their current or former principal owners or officers or managerial employees been convicted of a misdemeanor and/or found in violation of any administrative, statutory, or regulatory provisions in the past five (5) years?
11. Has your company, any affiliate, or any of your/their current or former principal owners or officers or managerial employees been convicted of a felony, and/or any crime related to truthfulness and/or business conduct in the past ten (10) years?
12. Has your company, any affiliate, or any of your/their current or former principal owners or officers or managerial employees have any felony, misdemeanor and/or administrative charges currently pending?
13. For the past five (5) years, has your company, or any of your principal owners, officers, or any affiliate had any sanction imposed as a result of judicial or administrative disciplinary proceedings with respect to any professional license held?
14. Please disclose any relationship that you, your employees, and subcontractors (included in your proposal in response to this RFP), have had with NYPR and/or any NYPR employee(s) since 2015. Please provide the names and departments of the key NYPR employees involved.
15. Is your company a diverse/minority business? If yes, please detail.

16. If you are a minority/diverse business, which certifying organization(s) are you certified by?
17. List names of three current clients you provide Services and provide contact information (name, phone number, and email address) so that we will be able to contact them.
 - a. Describe the services you perform for these clients; and
 - b. Specify if you are the only supplier to the client of the services you provide or if you are among other suppliers who provide the same services to the client.
18. List names and contact information of three former clients. Please provide the following information for each of the three former clients:
 - a. Length of time you provided services to the client
 - b. Description of services provided to the client
 - c. Reason for termination of the relationship

B. PROGRAM CAPABILITY

19. Describe all the services and products you provide and specify the percent of your firm's revenue each of these services and products represent.
20. How long have you been in business? How long have you been performing Services?
21. Name the company or companies you would subcontract all or part the Services to (if applicable). Be specific about what part of Services you subcontract to each subcontracting company you list, as well as the geographical scope of each subcontracting relationship.

C. ACCOUNT MANAGEMENT

22. Please provide the names and experience of the management and account representatives who will service the NYPR account.

D. PRICING/SAMPLE CONTRACTS

23. Please provide a copy of a standard contract/terms and conditions for Services.

E. OTHER

24. Please include any other information concerning your company that you feel would be beneficial.

V. TERMS AND CONDITIONS FOR RESPONDING TO THIS RFP

F. IMPORTANT NOTIFICATION

When responding to this RFP please note the following:

- NYPR reserves the right to award a contract for any, all or none of the Services for which you submit your proposal.
- NYPR reserves the right to award one, many, or no contract pursuant to this RFP. Furthermore, NYPR reserves the right to negotiate with parties other than those submitting proposals for delivery of some or all Services.
- NYPR reserves the right to request additional information from any supplier submitting a proposal.
- NYPR does not in any way or form guarantee to any supplier any revenue & or any volume or percentage of Services.
- NYPR reserves the right to withdraw the RFP or base the selection of the supplier or suppliers to provide Services on additional or different terms and/or requirements other than the ones specified in this RFP & shall not incur any obligation to supplier or suppliers except as agreed by NYPR in a written agreement signed by NYPR.
- NYPR reserves the right to make all decisions regarding your proposal, including, without limitation, the right to decide whether any proposal does or does not comply with the requirements of the RFP, the right to accept, reject, or negotiate modifications to any terms of your proposal received & the right to reject any & all proposals received.
- NYPR reserves the right to communicate with the suppliers, individually or collectively, formally or informally.

G. CONTRACT

This RFP is not an offer to contract. Acceptance of a proposal does not commit NYPR to award a contract to any supplier, even if all requirements stated in this RFP have been met and does not limit NYPR's right to negotiate in any way.

At the conclusion of the RFP process and following the selection of the supplier or suppliers to provide Services (each such selected supplier, a "Supplier"), the terms of each Supplier's proposal accepted by NYPR may, at NYPR option, be incorporated into a contract between each Supplier and NYPR (each, the "Contract"). NYPR's acceptance of a proposal is not a contract and NYPR reserves the right to withdraw that acceptance at any time prior to NYPR's execution of a Contract with a Supplier.

H. CONFIDENTIAL INFORMATION

The information contained in this RFP and your proposal, as well as information provided or exchanged through other verbal or written communication between you and us concerning this RFP, is confidential and proprietary to us, regardless of any statement contained in or accompanying your proposal or response. **If you are not willing to maintain the confidentiality of such information, you are required to notify us immediately and promptly return all copies of this RFP to NYPR.** You may use the information contained herein only for purposes of responding to the RFP and such information may be disclosed by you only to your employees and agents who need to know such information in order to enable you to respond to this RFP. You agree to return or destroy all copies of this RFP (both hard copies and electronic copies) upon the earlier of our request or final award of a Contract to a supplier other than you. Regardless of any statement contained

in or accompanying your proposal or response, NYPR shall have the right to retain and use your proposal and all information submitted by each supplier with regard to the RFP without any restrictions or limitations.

I. COST OF PROPOSALS

Expenses incurred by you in the preparation of proposals in response to this RFP are your responsibility. NYPR will not reimburse or pay any supplier for any such costs.

By submitting a proposal in response to this RFP you agree that prices quoted in your proposal, as well as all other terms of your proposal, shall be valid and binding and subject only to changes agreed to by you and NYPR in writing.