

WATERFRONT COMMISSION OF NEW YORK HARBOR

An Instrumentality of the States of New York and New Jersey

Request for Proposal



Group 77017 - Comprehensive Telecommunication Services (Statewide)

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~ Table of Contents ~

	<i>Page #</i>
Introduction, Background and Objectives.....	1
General Instructions.....	1
Conflict of Interest.....	2
Oral Presentations.....	2
Response to RFP.....	3
Scope of Work and Objectives.....	4
Selection Criteria.....	5
Disclaimers.....	6
Cost of Services.....	6
Termination.....	7
Confidentiality.....	7
Assignment.....	8
Subcontractors.....	8
General Provisions.....	8

Introduction, Background, and Objectives

The Waterfront Commission of New York Harbor (“Commission”) is an instrumentality of the States of New York and New Jersey, created by the Waterfront Commission Act in 1953. The statutory mandate of the Commission is to investigate, deter, combat and remedy criminal activity and influence in the Port of New York-New Jersey, and to ensure fair hiring and employment practices, so that the Port and region can grow and prosper.

The Commission consists of two Commissioners, each appointed by the Governors of New York and New Jersey, respectively, with the advice and consent of the Senate. In addition to the Commissioners, there is an Executive Director, General Counsel, Secretary and six (6) Directors. The Directors oversee the Divisions of Police, Intelligence, Administration and Audit, Comptroller, Information Technology and Law & Licensing/EIC.

The Commission is headquartered in downtown Manhattan, and maintains various offices in both New York and New Jersey. It currently employs approximately 84 people. The Commission’s IT Department is responsible for maintaining data and voice communications throughout all its locations.

The Commission is seeking proposals from qualified Internet Service Providers (ISP) authorized to conduct business in the states of New York and New Jersey to replace its current ISP.

General Instructions

ISPs wishing to submit proposals do so entirely at their own risk. There is no express or implied obligation for the Commission to reimburse responding ISPs for any expenses incurred in preparing proposals in response to this request. The Commission shall only be obligated in accordance with the terms of a duly executed contract.

To be considered, five (5) copies of a proposal must be placed in a sealed envelope labeled: “Internet Service Provider RFP” and hand delivered or sent *via* certified mail no later than 5:00pm EST on **Friday, June 26, 2015** to:

<p><i>Waterfront Commission of New York Harbor 39 Broadway – 4th Floor New York, NY 10006 Attention: David Murillo, Director of Information Technology</i></p>
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Applicant companies are responsible for the timely delivery of their proposals. Proposals received after that time will not be accepted.

Conflict of Interest

If the Applicant ISP or any employee or agent of the Applicant ISP may have, or may give the appearance of a possible conflict of interest, the Applicant ISP shall include in its Proposal a statement indicating the nature of the conflict. The Commission reserves the right to disqualify the Applicant ISP if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Commission's determination regarding any question(s) of conflict of interest shall be final.

If additional information is necessary to clarify the intent of the RFP, contact:

<p>David Murillo Director of IT Waterfront Commission of New York Harbor Fax: (212) 742-7827 dmurillo@wcnyh.gov</p>
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Questions concerning the content of this Request for Proposal must be submitted in writing and must be received by **Friday, June 19, 2015**. Inquiries received after this date will not be acknowledged. Questions must be submitted via fax (212) 742-7827 or electronically at dmurillo@wcnyh.gov. An official written reply to all questions will be prepared and those questions and answers will be available on the Commission website.

Proposals submitted will be evaluated by Commission staff and such advisors and consultants as it deems necessary. During the evaluation process, the Commission may request additional information from prospective ISPs.

Oral Presentations

After review of all proposal submissions, an oral presentation may be requested. It should be noted that ISPs selected to make presentations may be given short advance notice. Presentations should be limited to thirty (30) minutes. The presentation may be followed by questions by the Commission. The ISPs presentation shall be led by the proposed personnel to be assigned to the account.

Response to RFP

The Commission requests that in your response to this RFP, you:

1. Provide a profile of your organization, including the number of employees and your office locations.
2. Detail your ISPs experience in providing Internet and telephony services to state agencies, as well as multi-state instrumentalities of a comparable size to the Commission.
3. Provide information on whether you provide services to any related state agencies.
4. Discuss your ISPs independence with respect to the Commission.
5. Provide copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in New York and New Jersey.
6. Provide a description of at least three (3) similar projects completed by the bidder within the past three (3) years. Include personal references with contact information for each.
7. Identify the Sales Director, Account Manager, and Technical Specialist who will be assigned to the Commission's account if you are successful in your bid, and provide biographies.
8. Provide a general description of the techniques, approaches and methods to be used in completing the project, including:
 - a. Network connectivity with bandwidth upwards of 100mbps for each of the five (5) locations considering the New York location as the main site.
 - b. Names of underlying carriers, i.e. owners of the infrastructure used to deliver the circuit/service.
 - c. Reliability and quality of connectivity including service availability, outage limits, and redundancy.
 - d. Hours of operations for both technical and non-technical support.
 - e. Provide security typologies for the Commission in its headquartered New York office and its four (4) remote offices.
 - f. Detail the process for porting over existing phone numbers and how much time the process will take. Include discussions on converting from the Commission's current copper TDM PRI to VoIP.
 - g. Efficiency of customer service as it pertains to problem resolution, who can be contacted, how the problem is reported, and procedure for escalation.

- h. Online services providing monitoring, access to performance statistics, configuration, billing, and other customer features.
 - i. Detailed Service Level Agreements (SLA) information, including how penalties are assessed and credits provided for any failures to meet specified SLA's.
 - j. A description of any "customer commitments" included in your proposed solution.
 - k. Please describe in detail the process your company will follow to ensure a seamless transition in migrating our existing ISP service with minimal downtime.
 - l. Include in your proposal a sample invoice detailing the proposed figures and all taxes and surcharges.
9. A description of the chronology for completing the work, including a timeline and deadlines for each task.
10. Describe how and why your ISP is different from other ISPs being considered, and why the Commission should select your ISP as our Internet Service Provider.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The Commission's evaluation team will not refer to a designated website, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Scope of Work and Objectives

The intent of this RFP is to identify and engage an Internet Service Provider that will provide the Commission with competitive pricing and quality of service. The Commission is interested in replacing its current ISP with an ISP that will provide enhanced Internet bandwidth, security, and telephony services. The Commission is headquartered at 39 Broadway, New York, New York. Other offices include locations in Brooklyn, New York, and multiple locations in New Jersey. The Commission's offices contain either (1) fiber connections into our server rooms; T1 connections; and/or (3) copper running from the building's phone room to the Commission's server room, with Verizon fiber running into the building. The Commission requires an assessment of the connection and the replacement of the copper connection with fiber. Each of the Commission's offices are fitted with Cisco equipment, including WAN, Internet routers, firewall, and switches. Each office also includes a Nortel voice over PSTN/TDM PBX. The proposed replacement Internet service must have the ability to deliver bandwidth capacity up to 100 MBPS. The selected bidder will work with the Commission's IT Director and staff to coordinate the transition from the existing ISP and implement the replacement service with a minimum amount of disruption and downtime.

The ISP shall evaluate and perform the following:

- Each location's physical connections and replace copper with fiber as needed;
- WAN connectivity between offices and provide viable private networking solutions including MPLS, VPLS, and or IP-VPN;
- Provide failover solution for routers and redundant internet services for unexpected outages;
- Current PSTN/TDM legacy PBX system and provide IP telephony solutions and strategies for migration to all offices;
- DIDs, process, and timeline for porting DIDs from current ISP to selected bidder; and
- Cisco equipment, configuration, and replace equipment where needed to accommodate for changes in the migration.

The Proposal must contain a detailed scope of services that meets the minimum technical requirements defined within this section.

It is the Commission's intent to solicit bids for Internet Service Provider (ISP) services every three 3 years. This RFP is for a three (3) year contract with and Internet Service Provider (ISP) with an option to renew in two (2) years, based upon satisfactory performance and comparable costs. There will be a full review of the ISPs performance by the Commission's Selection Committee, or its designee, to determine whether to engage the same ISP for the next three (3) years. Unsatisfactory performance will result in the recommendation to the Commission that new proposals be solicited.

Selection Criteria

In selecting its Internet Service Provider, the Commission selection committee will evaluate proposals on a qualitative basis and will evaluate the following:

- Timeliness and responsiveness to the RFP and to the purpose and scope of the project;
- Overall organization and presentation of the proposal for services;
- Adherence to the conditions and requirements of the RFP;
- Relevant experience;
- Reputation of the Internet Service Provider;
- Interviews with senior engagement personnel and professional qualifications of the personnel assigned to the project;

- Review of the ISPs peer review reports and related materials;
- References from other clients;
- Service capacity and capabilities; and
- Proposed compensation.

Disclaimers

The Commission reserves the right to reject any and all proposals, interview respondents it deems qualified, seek additional information, and enter into any agreement deemed to be in its best interest. It is understood that no compensation will be paid to any respondent of this RFP for their proposal or the preparation thereof. The Commission is seeking to foster a long-term, mutually respectful business relationship.

If deemed necessary, the Commission shall:

- Conduct quality checks of the Internet Service Providers services;
- Require ISPs professional staff to submit revised reports and diagrams, at no additional cost, when findings or recommendations are unclear;
- Take prompt and appropriate action to remedy deficient contractor performance;
- Make alternative arrangements or follow-ups if ISP cannot immediately identify and remedy communication issues.

Cost of Services

The Internet Service Provider shall describe its fee basis, indicating how charges are made and when billings are issued and due. Please state rates/fees for voice and data, including any minimum, maximum, or flat fees, and the types of expenses that are charged. Please also indicate whether there are any charges for travel, equipment installation and configuration, and or expendable supplies and the basis for such.

No additional commissions or fees other than those described above shall be permitted without the Commission's prior approval.

Termination

1. **At Will.** The agreement may be terminated by the Commission, in its sole and complete discretion, upon thirty (30) days' written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the Commission.
2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the approval of sufficient funding for such purpose by the New York and New Jersey States Legislature. If sufficient funds are not so approved, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the Commission of any further obligation, except for the Commission's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the Commission upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the Commission will have the right to have the services completed by other parties and the Vendor will reimburse the Commission for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the Commission will not be deemed a waiver of any other right or remedy of the Commission, including, without limitation, the Commission's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of Vendor's business; (c) failure to comply with applicable federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

Confidentiality

As part of its proposal, the Vendor shall certify that all information it may receive in the course of conducting its work shall be treated as confidential and proprietary. The Vendor, its directors, officers, agents or employees shall not, either prior to, during or after the termination of its services hereunder make any disclosure, statements or release to any third party any of the aforementioned information or records without the prior written approval of the Commission.

Assignment

The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the prior written consent of the Commission, which consent may be granted or withheld in the sole and absolute discretion of the Commission.

Subcontractor

Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, but only with the prior written approval of the Commission.

General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (a) acts of God or public enemy, (b) acts of the government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) embargoes, (i) earthquakes, and (j) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of New Jersey without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and shall survive the merger of the agreement into any judgment.
4. **Audit.** Vendor agrees that the Commission or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of six (6) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the Commission or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the Commission or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.