

Request for Expressions of Interest #2016-03
Hosting, Support & Enhanced Maintenance Services for NYMTC TIG
Contract #C000793

~~September 26, 2016~~ Updated November 30, 2016

Description:

The New York Metropolitan Transportation Council (NYMTC), through its administrative host (New York State Department of Transportation; NYSDOT) issues this “Request for Expressions of Interest” to determine if any other vendors can offer NYMTC/NYSDOT a better value than the one received from an interested vendor to provide Hosting, Support, and Enhance Maintenance Services as described below for the NYMTC Transportation Information Gateway (TIG), which is a web-based data warehouse system currently located at <https://gateway-prod.herokuapp.com/sources>. A complete description of NYMTC’s system is available by requesting a copy of TIG contract #C000774 from the Contact Persons listed below. Any respondent who can provide NYMTC/NYSDOT with a better value in terms of tasks and cost will be subject to a contract very similar to C000774, and may be evaluated using C000774’s RFP process. NYSDOT/NYMTC intend to award Contract #C000793 to the vendor that provides the best value for the requested Hosting, Support & Enhanced Maintenance Services for NYMTC.

Hosting Service: No Longer Required

Subsequent to issuing this RFEI NYMTC has decided to host this application in it’s in-house server. We will require support and enhanced maintenance. We are in the process of acquiring a server in-house.

~~Hosting includes the provision, operation, monitoring, maintenance (including backups), and security management for all servers, operating systems, database management software, and network connections that support the ongoing operation and use of the TIG system. As part of hosting, NYMTC shall require monitoring and making changes to the hosting environment and server configuration (e.g., adding capacity as needed) to support normal product use. NYMTC staff must be provided with remote access to the servers if and as necessary. NYMTC’s TIG is presently hosted on the cloud environment at Heroku.com with following specifications:~~

OLD: Web Servers

3 x Heroku Standard 2X dynos

1GB RAM, 2 CPUs

Roughly equivalent to AWS c1.medium

OLD: Ancillary Servers

Memory monitor

2 workers

3 x Heroku Standard 1X dynos
512 MB RAM, 1 CPU
Roughly equivalent to AWS t2.nano

Database Server

Heroku Postgres Standard 4
15 GB RAM, 2 CPUs, 1000 PIOPs, 512 GB disk
AWS RDS rough equivalent db.r3.large

New Server Specifications:

Processor:	2 (two) Intel Xeon CPU E5-2630 v4
2.2GHz	
No of Cores:	10 Cores
Installed Memory:	32GB
Hard Disk:	1.2TB

Support Services:

Support services to NYMTC shall include: assisting staff and other stakeholders (other stakeholders refers to all the registered and non-registered (public) users of TIG including member agencies. Currently NYMTC has 69 registered users in the use of the TIG system. Support shall provide end-users and system administrators with advice, guidance, and assistance regarding the use and operation of the software (which is available upon request and return of a non-disclosure agreement). Support shall be provided between 8:00 am and 5:00 pm (EST) Monday through Friday, excluding Federal and New York State holidays. Telephone support shall be made available using a toll-free help desk as well as via email. Response times and work efforts for support and fixing problems, whether as assistance or considered part of maintenance below, shall be provided based upon the attached Exhibit 1, Warranty Service Level Agreement (SLA).

Enhancements and Maintenance Service:

Maintenance will typically include modifications to keep the system up to the current revision of all underlying tools and technologies (operating systems, databases, etc.), updates to ensure proper operation with recent versions of leading web browsers and mobile devices, patches to respond to security concerns, and the timely correction of material bugs that interfere with day-to-day use of the software. It will also include enhancements such as new software features or the addition of new sources and views to the data warehouse. Support and Maintenance Services will apply to all components of the TIG: Transportation Information Gateway, including both Consultant-Owned Software and Developed Software, along with any additional software that Consultant installs that is necessary for the TIG to operate. Maintenance services shall include remote monitoring, diagnostics, troubleshooting, and defect correction for the TIG software, data warehouse, and interfaces with other systems. In the event that there are

defects or failures that cannot be resolved remotely, the Consultant shall provide on-site services to identify and address such issues.

Under this task, the Consultant shall provide an initial response to each Support and Maintenance Services request, and resolve any identified defects, in accordance with the response times listed in Exhibit 1, Warranty Service Level Agreement (SLA). To facilitate Consultant's provision of these services, NYMTC/NYS DOT agrees to provide Consultant with access (via remote desktop or virtual private network) to NYMTC owned, leased or third-party servers that are used to host the TIG.

Updated flow charts, source code and written documentation shall be provided quarterly and after any significant modification.

Qualifications:

1. Consultant must possess a minimum of 15 years experience within the Information Technology (IT) industry and demonstrate same by submission of previous client list.
2. Consultant must have and be able to demonstrate ability in the development of data warehouse, GIS based web-applications, and providing hosting and maintenance services.
3. Consultant must have a minimum of 10 years experience with negotiations of contract rates and contract terms on behalf of government entities with IT companies.
4. Consultant must have in-depth and thorough knowledge of transportation data and its usage in the MPO planning processes.
5. Consultant must have experience working with programming language Ruby, Web Framework Ruby on Rails, Slim, UI Framework Bootstrap, JQuery, Font Awesome, GIS, Geoprocessing, Mapping Leaflet JS Library, and RGeo.
6. Consultant must have experience in Database and Data Persistence component RDBMS, PostgreSQL, PostGIS, Filestack
7. Consultant must have experience in GIS and Geoprocessing Map interface Leaflet H

Cost Information:

Not to Exceed Total Cost: Year 1: \$142,000; Year 2: \$147,000; Year 3: \$152,000.

Schedule Information:

Project Schedule Requirement:

- Project Start Date: 4/1/2017.
- Project Completion by 3/31/2020.

RFEI Schedule:

- Site Visit or Request for Remote Access:

- Questions Due: 10/12/2016
- Answers from NYMTC/DOT Anticipated: 10/21/2016
- Submissions Requested By: 12/15/2016

RFEI Submission Information:

NYMTC/NYSDOT desire concise, relevant responses which conform to the requested information presented above and below. Should you choose to submit a response to RFEI #2016-03, e-mail an electronic copy of the submission to the Contact Persons listed below. Responses should be organized into two sections:

(1) Corporate information, including company name, contact name and title, phone, email address, main office location, and mailing address.

(2) Response to all requirements listed above/below.

NYMTC/NYSDOT reserves the right to ask clarification questions of any RFEI respondent, which could include an interview and/or demonstration.

If your firm is qualified to provide greater technical quality at a more competitive total cost, then please e-mail your RFEI #2016-03 Response to [the contact persons listed below](#).

RFEI Contact Persons:

NYMTC Contact Person & Primary RFEI Response Location:

Mr. Ismet Apdiroglu
Ismet.Apdiroglu@dot.ny.gov
 New York Metropolitan Transportation Council
 25 Beaver Street, Suite 201
 New York, NY 10004

NYSDOT Contact Person & Secondary RFEI Response Location:

alfred.hasenkopf@dot.ny.gov
 Contract Management Specialist II
 NYSDOT Contract Management Bureau
 50 Wolf Road 6th Floor
 Albany, NY 12232-0203

EXHIBIT 1

Warranty Service Level Agreement (SLA)

Consultant shall provide an initial response to each Trouble Ticket, and resolve each defect identified in the Trouble Ticket, within the response time indicated in the table below. (For the purposes of this SLA, business days are defined as 8:00 am through 5:00 pm (EST) Monday through Friday, excluding Federal and New York State holidays.) A defect is considered resolved once Consultant has delivered to NYSDOT/NYMTC a program patch that permanently repairs the defect or a workaround that provides a temporary fix allowing the severity to be downgraded.

Consultant shall be subject to liquidated damages as indicated below for failure to resolve each defect. Liquidated damages apply only if the defect is clearly the responsibility of the Consultant, and only if NYSDOT/NYMTC have complied with the Warranty requirements in Sections 15.1.2, and 15.1.3 of this Agreement.

Should Consultant believe that a reported defect is not covered by this Warranty, or that the assigned Category is incorrect, Consultant shall notify NYSDOT/NYMTC in writing within the initial response time indicated below.

Category	Description	NYMTC Severity	Response Time	Liquidated Damages
P1A	TIG is inoperable or crashes so that no features and functions are available	Critical	Consultant shall provide a response plan within two business hours and restore service within two business days	\$250 per day for each full business day beyond the target resolution time
P1B	Failure of major TIG system component (e.g., mapping features do not work; tabular data cannot be viewed or downloaded; user login fails consistently)	Major	Consultant shall provide a response plan within two business hours and restore service by the close of the 2nd business day	\$100 per day for each full business day beyond the target resolution time
P1C	Failure of lesser TIG system component (e.g., a feature fails to work correctly, a data source/data set is missing, a calculation is incorrect) for which no workaround exists	Average	Consultant shall provide a response plan within one business day and resolve the defect within five business days	\$50 per day for each full business day beyond the target resolution time

P2	Any defect that materially affects the use of the software, including P1C defects for which a workaround exists	Minor	Consultant shall resolve the defect within 30 business days	N/A
P3	Cosmetic issues where fixes are desired (e.g., the columns in data table are not aligned, a map uses incorrect color or symbolism)	Minor	Consultant shall resolve the defect within 90 business days	N/A

Attachment 1

Procurement Lobbying Law Compliance

1. Required Forms: The consultant shall sign and e-mail/fax the following forms. These forms are part of and due with the consultant's proposal.

- a) **“Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)”**
- b) **“Offerer Disclosure of Prior Non-Responsibility Determinations”.**

2. NYSDOT Guidelines and Procedures

Under the requirements of the State Procurement Act all communications regarding advertised projects are to be channeled through the Office of Contract Management (*Designated Contacts). Until a designation is made, communication with any other NYSDOT employee concerning this project that is determined to be an attempt to influence the procurement may result in disqualification.

Refer to “NYSDOT PROCUREMENT LOBBYING LAW GUIDELINES AND PROCEDURES” – see the Consultant's page at NYSDOT's “Doing Business With DOT” web site <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions>

3. Summary of the policy and prohibitions regarding permissible contacts

a) Contacts prior to designation:

Any communications involving an attempt to influence the procurement are only permitted with the following Designated Contact Persons:

- The Contract Management Designation Contract Analyst
- The Contract Management Designation Analyst Supervisor
- The Contract Management Civil Rights Unit Supervisor
- The Contract Management Assistant Directors
- The Contract Management Director
- The NYMTC Contract Liaison
- The NYMTC Contract Liaison's Assistant

These are some communications exempted from this restriction:

- Participation in a pre-proposal conference.
- Protests, complaints of improper conduct or misrepresentation

If any other NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee. If the Department determines an impermissible contact was made, that offerer cannot be awarded the contract. A second violation would lead to a four year bar on the award of public contracts to the offerer.

b) Contacts after designation

NYSDOT identifies its primary negotiation contacts. The designated contacts include:

The Contract Management Designation Contract Analyst
The Contract Management Designation Analyst Supervisor
The Contract Management Civil Rights Unit Supervisor
The Contract Management Assistant Directors
The Contract Management Director
The Consultant Management Bureau consultant job manager
The NYMTC Contract Liaison
The NYMTC Contract Liaison's Assistant

The law does not limit who may be contacted during the negotiation process. However, if any NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee.

c) Information Required from Offerers that contact NYSDOT staff, prior to contract approval by the Office of the State Comptroller:

The individuals contacting NYSDOT should refer and shall be prepared to provide the following information, either by e-mail or fax as directed by NYSDOT:

Person's name, firm person works for, address of employer, telephone number, occupation, firm they are representing, and whether owner, employee, retained by or designated by the firm to appear before or contact the NYSDOT.

d) Applicability to an executed contract:

Restrictions similar to those described above apply to approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer. The staff noted above as well as the project manager and consultant manager are considered designated contact persons. The Department may identify other contact persons for each of these processes.

4. Rules and regulations and more information on this law, please visit:

http://www.jcope.ny.gov/about/laws_regulations.html

<http://www.jcope.ny.gov/law/lob/lobbying2.html> (New York State Lobbying Act)

http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

or contact:

Mr. Al Hasenkopf
NYSDOT Contract Management Bureau
50 Wolf Road, 6th Floor
Albany, New York 12232
E-mail: alfred.hasenkopf@dot.ny.gov

Attachment 2

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____
Signature

Contract Procurement Number: _____ C000793 _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ C000793 _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes to #1, please answer the next three questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below:

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes to #5, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____ Title: _____