



# Request For Proposal

14-JAN-2010 15:3

Louisville/Jefferson Co Metro Government

**ORIGINAL**

**Bid Number: 1980**

Revision:	0
Date:	14-JAN-10

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

**Mark envelope with Bid Number, Reply By Date and Address to:**

Metro Purchasing Department  
 611 West Jefferson Street  
 Mezzanine Level  
 Louisville, KY 40202

**Reply By: 03-FEB-10**

**# Description**

- Request for Proposal a contract for Louisville Metro to provide a portion their requirements for Anonymous Tip Texting Software for a twelve month period per the attached specifications.

DELIVERY TIME: 2  
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

**UNSIGNED BIDS WILL NOT BE CONSIDERED**

FIRM NAME: ANDERSON SOFTWARE, LLC

OFFICIAL'S SIGNATURE: [Signature]

ADDRESS: P.O. Box 631201  
NACOGDOCHES, TX 75963

PHONE: 936-569-0447

DATE: 1-20-10



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## Standard Text

### RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

If you have any questions concerning the Purchasing Requirements of this solicitation please



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Louisville/Jefferson Co Metro Government

Bid#: 1980

call Max Bradley at (502) 574-6430.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) and two copies and (1) on CD-ROM or similar electronic media. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 936-569-8679.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

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**PLEASE READ CAREFULLY**

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

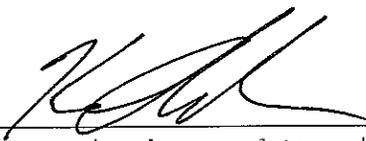
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

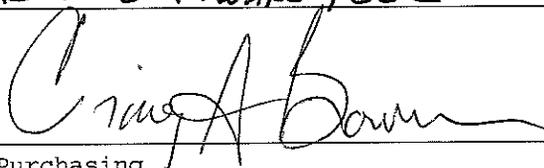
SIGNATURE PAGE



Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

ANDERSON SOFTWARE, LLC

Company Name



Director of Purchasing

Contract Term:

Effective: 3-1-2010

Expires: 2-28-2011

Items Covered:

All: \_\_\_\_\_

See Attached: \_\_\_\_\_

The Invitation for Bid and response will become part of the contract

## LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

.....  
Company: N/A \_\_\_\_\_

Address: Street \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Revenue Commission Number: \_\_\_\_\_

Official: \_\_\_\_\_

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

### LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **\$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name ANDERSON SOFTWARE, LLC  
 Authorized Official(Print) KEVIN ANDERSON  
 Signature of Authorized Official   
 Title PRESIDENT / CEO  
 Date 1-20-10



**HUMAN RELATIONS COMMISSION**  
**Carolyn Miller-Cooper, Executive Director**

**GOOD FAITH EFFORT (“GFE”) REQUIREMENTS**

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBES”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBES of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBES;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBES that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBES for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBES meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

### **SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)**

**FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBEs for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

**NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.**

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBEs be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBEs by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

### **MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)**

**FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS FAILING TO MEET THE MFHBE GOALS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-2 by Bidders who did not meet the MFHBE goals on GFE-1 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder who did not meet the MFHBE goals (as presented on GFE-1) shall submit Form GFE-2 with one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBEs as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

### **SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)**

**FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD**

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD







1/14/2010



Louisville Jefferson County  
Metro Government

**Metro Technology Services**  
**Anonymous Tip Texting Software**

Request for Proposal Number: 1980

1/14/2010

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### **REQUEST FOR PROPOSALS**

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- II. General Provisions**
- III. Hold Harmless Agreement**
- IV. General Specifications**

## SECTION I

### INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for **Anonymous Tip Texting Software**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:

(Check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing, until 3:00 PM February 3, 2010, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3PM deadline on February 3, 2010 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

**Mr. Sandy Sundberg, Sr. Systems Analyst**  
**Metro Technology Services**  
**sandy.sundberg@louisvilleky.gov**

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

**Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.**

## **SECTION II**

### **GENERAL PROVISIONS**

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.10 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.
- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;

- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.15 **Assignment of Contract:** The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.16 **No Waiver:** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.17 **Authority to do Business:** The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.19 **Ability to Meet Obligations:** Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

## **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

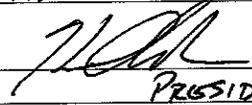
The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

RFP  
SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Proposals.

**Include this page in your response to this RFP**

Firm: ANDERSON SOFTWARE, LLC

By:  - KEVIN ANDERSON

Title: PRESIDENT / CEO

E-Mail Address: NKA@ANDERSOFT.COM

Address: P.O. Box 631201  
NACOGDOCHES, TX 75963-1201

Telephone: 936.569.0447

Fax: 936.569.8679

Date: 1-20-10

Louisville/Jefferson County Metro Revenue Commission Number: 

Federal ID Number: 

**Please include a copy of your W-9 with your submitted proposal.  
You cannot be awarded a contract until this is submitted.**

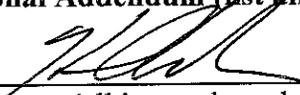
**I acknowledge receipt of the following Addendum:**

Addendum #1: ✓

Addendum #2: ✓

Addendum #3: ✓

Any Additional Addendum (list all numbers): \_\_\_\_\_

  
Vendor Signature (all items above have been read and completed)

### SECTION III

#### HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

##### I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

##### II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:

Likely  
Not  
Able

(1.)

"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury

DO  
NOT HAVE  
THIS

2.

The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### IV. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Purchasing Division shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Purchasing Division before the expiration date.
- B. Certificates of Insurance as required above shall be furnished no later than five (5) days after the award of the bid by the Purchasing Division to the following:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
  
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

## SECTION IV

### OVERVIEW

Metro Technology Services (MTS) is the Information Technology branch of Louisville-Jefferson County Metro Government and provides technology services to Louisville Metropolitan Police Department (LMPD). LMPD is the largest law enforcement agency in the Commonwealth of Kentucky and is responsible for law enforcement duties throughout Jefferson County. LMPD has 1295 sworn personnel and a support staff of 300 personnel. LMPD patrols 386 square miles of Jefferson County, which includes 31 miles of the Ohio River and has a service population of approximately 800,000. For the calendar year 2008, the "574-LMPD" service handled 32,167 calls and the total call for service for LMPD was 578,341.

LMPD currently operates a 24/7/365 service where citizens can call in tips on crimes or criminals and the "574-LMPD" tip line has been very successful. To keep up with technological changes, trends; as well as changes in the way people are now communication (especially younger adults), LMPD is seeking to enhance this service by offering anonymous tip reporting via text from mobile devices or via the internet. Citizens are more likely to provide information on crimes or criminals when they know their identity is kept completely anonymous.

Through this Request for Proposal (RFP), MTS is seeking to establish a viable and accountable contractual agreement for procuring a product that will allow anonymous texting of tips via mobile devices and anonymous tip reporting via the internet. This product will be used by LMPD.

As a result of the RFP process and the bid responses, either the contract will be awarded or the list of potential suppliers will be shortened for negotiations (possibly including requests for best and final offers) with the suppliers that are likely to be awarded the contract. It is within the Louisville Metro Government's discretion to make an award based on the proposals or to negotiate thereafter with suppliers likely to be awarded the contract. Therefore, the Request for Proposal (RFP) response should be both fully completed and competitive.

#### **A. GENERAL REQUIREMENTS:**

Suppliers shall respond to all general requirement items acknowledging their understanding and ability to conform to the requirements of this RFP. Failure to respond to all requirements is cause for elimination of the proposal from evaluation.

To support the evaluation process, please prepare bidder response with the same numbering scheme as outlined in this RFP.

#### **B. System Requirements:**

Supplier is requested to respond to each bullet point in detail, where appropriate.

1. System must be in use by agencies equal to or larger than LMPD.
2. Supplier must provide a minimum of three references from these agencies.
3. System must be securely hosted by the supplier.
  - a. Supplier should be SAS70 compliant.
  - b. Supplier should advise on measures that are taken to keep their system and infrastructure secured.

- c. Suppliers should provide any other certifications as to their security.
4. Supplier is to provide information concerning the servers and backup systems used and provide reliability and uptime estimates. Uptime of the server/systems should be at a minimum of 99.9%.
  5. Supplier must have redundant back up of data including off-site storage.
  6. Supplier should have some type of notification system of system down or maintenance windows.
  7. System license should be a site license (unlimited users (tipster and LMPD personnel)).
  8. All data must be encrypted during any type of data transfer.
  9. System must be able to use current web browser technology, using https, SSL type technology.
  10. System must work on text cable wireless devices and PDA's.
  11. System must allow for the anonymous reporting of tips via the web.
  12. System should allow for insertion of a web link on LMPD's or the Louisville Metro Government's website that will link the tipster to the site to allow for anonymous tip reporting
  13. System must allow for entry of tips if a call is received on LMPD's 574-LMPD tip line or regular phone line.
  14. System Administrator must be able to customize the question templates or have the option to use default question templates.
  15. System must allow for tips to be entered by multiple personnel at the same time.
  16. System must have different levels of user right for personnel.
  17. Any tips received must be able to be updated after they have been entered into the system.
  18. System must have a complete detailed audit trail to track what changes have been made within the system to a tip. The audit trail needs to be available to System Administrator, or appropriate personnel, without having to contact the supplier. Supplier to list what is included in the audit trail.
  19. System must keep all information about the "tipster" completely anonymous.
  20. LMPD personnel must be notified of a tip via an alert.
  21. LMPD personnel must be able to securely send the tip to multiple LMPD personnel easily by electronic means.
  22. LMPD wants the software proposed to have the ability for a Tipster to be able to send photographs concerning tips (via web or text device).
  23. System must allow several users to share data simultaneously on the servers.
  24. System must allow personnel to access data from within Louisville Metro's network or from a different network.
  25. Personnel must be able to securely access data live through use of the web browser
  26. System should be capable of instant dialogue transmission between tipster and LMPD personnel via their computers
  27. Tipster must have the ability to end the conversation, which will end all ability of LMPD personnel to contact them.
  28. Tipster telephone number or email address must not be identifiable to personnel.
  29. Supplier should provide some type of help for end users on how to use SMS or MMS to report crime tips on their devices.
  30. Supplier must provide training for LMPD personnel on use of the system.
  31. Supplier should provide 24/7/365 support.
  32. System must be capable of tracking calls so reports can be run on the data. System must include all software and training necessary for this.

### **C. Pricing Requirements:**

For evaluation purposes and contractual terms, Suppliers shall include pricing information in Appendix A of this document.

Supplier should break out pricing for the following:

- Software
- Training
- Maintenance

In addition:

- No service fees or additional costs will be invoiced to Louisville Metro, or any of its agencies, by the Supplier during the term of this agreement (except as described in this RFP or mutually agreed upon in writing)
- There will be no “minimum service,” or “special service” charges or surcharges

Tax Exemption:

- Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted, nor added to any invoice associated with a purchase made under the resulting agreement. Louisville Metro will provide tax exempt certification upon award of the contract.

### **D. Services Requirements**

Customer Service:

Each individual shall have sufficient expertise and authority to resolve issues. The Supplier shall provide a list of the key members of the company who will be responsible for Louisville Metro’s relationship within their areas of responsibility. The Supplier shall update this list as needed. Further, the Supplier shall designate an individual in upper management with overall responsibility and authority to interact periodically with MTS and LMPD, and to assist in resolving issues or problems which other individuals have been unable to resolve.

### **E. Proprietary and Confidential Information**

All proprietary computer programs will be released only in accordance with the Supplier's Software License/Service provisions contained within the contract documents, including the applicable agreements to be entered into between Louisville Metro and the Supplier governing Louisville Metro's use of software, or as required by Kentucky Statute or court order. All other material and information of a confidential nature as designated by the Supplier will be released as necessary under the following conditions:

- Louisville Metro shall exercise reasonable and prudent measures to keep these items in confidence to the maximum extent permitted under law.
- Louisville Metro shall not disclose confidential items without the Supplier's permission, unless the Supplier makes them public or Louisville Metro learns them rightfully from sources independent of the Supplier, or disclosure of said items is required for any of the reasons enumerated in paragraphs contained below.

- To the extent allowed by the provisions of the law, the Supplier, where necessary, retains the right to prescribe specific security measures for Louisville Metro to follow to maintain the confidentiality of items so designated by the Supplier.
- Notwithstanding the obligations on disclosure and confidentiality set forth herein, Louisville Metro may disclose confidential items to third parties where required pursuant to Kentucky Statute, or insofar as necessary to satisfy a proper court order, subpoena, litigation discovery demand, or administrative or regulatory proceeding.

## SECTION V

### EVALUATION CRITERIA

The selection of the Vendor by Louisville Metro will be made based on responses to the RFP. Failure to provide adequate information to enable Louisville Metro to evaluate the Vendor's proposed systems, and the incorporated features and functions, may result in the elimination of the entire response from further consideration.

Louisville Metro will conduct a comprehensive evaluation of all proposals in accordance with the weighted criteria set forth below.

Description	Weight
The degree to which the response meets the requirements stated within this Request For Proposal.	30
Customer references and past performance; experience, skills and ability to deliver the proposed system.	30
The cost of the system, training and maintenance	25
The proposed delivery and training schedule.	15

The evaluations shall be made by a committee appointed by MTS and LMPD.

#### **Evaluation Period:**

Louisville Metro reserves the right to hold all RFP's for a period of 90 days without taking any action.

Bidders should include the original and two (2) copies of the bid must be received no later than the date and time indicated in the RFP. The original proposal should be clearly identified on the outside of the envelopes. The Vendor shall also include an electronic copy of their response to the RFP on CD or similar media. If there are any conflicts of information between the original hard copy and the electronic copy, the original hard copy will prevail.

#### **Timeline for Contract Process**

Publication of RFP – January 15, 2010

Deadline for Questions from Vendors – January 22, 2010

Publication of Answers to Vendor Questions by Louisville Metro – January 27, 2010

Responses to RFP Due – 3:00 PM – February 3, 2010.

Appendix A  
Pricing

Software: \$ 2,300<sup>00</sup>

Training: \$ waived

Maintenance: \$ 2,300<sup>00</sup>/yr recurring subscription

\*PLEASE NOTE: The renewal portion of this bid will only apply to yearly maintenance.

1 - System must be in use by agencies equal to or larger than LMPD.

Tipsoft is in use in 19 of the 20 largest cities in both the U.S. and Canada. It is also in use by Crime Stoppers UK, which is the CS branch of Scotland Yard. Soon to be deployed by Interpol and several DOJ agencies. Over 600 licensed agencies.

2 - Supplier must provide a minimum of three references from these agencies.

LAPD – Mark Speer – [mwshunter@aol.com](mailto:mwshunter@aol.com) / 818-633-2751

Seattle – Myrle Carner - [Myrle.Carner@Seattle.Gov](mailto:Myrle.Carner@Seattle.Gov) / 206-684-8580 (or Liz Allen)

Indianapolis – Lt. Tom Kern - [crime@crimetips.org](mailto:crime@crimetips.org) / (317) 481-5146

3 - System must be securely hosted by the supplier.

TipSoft is a secure Web 2.0 application which is hosted entirely on our servers in a secure datacenter.

3a - Supplier should be SAS70 compliant.

Our application and datacenter are SAS70 compliant.

3b - Supplier should advise on measures that are taken to keep their system and infrastructure secured.

Many levels of security are in place with our system and network and we are audited daily by the industry leading server security auditing firm, ScanAlert, achieving the HackerSafe certification.

3c - Suppliers should provide any other certifications as to their security.

Our server and processes are certified "secure & hackerproof" by ScanAlert, the industry leading server security verification service. Our applications are guaranteed to meet or exceed the following security requirements...

- \* Sarbanes-Oxley (SOX)

- \* Health Insurance Portability and Accountability Act (HIPAA)

- \* Federal Information Security Management Act (FISMA)

- \* Government Information Security Reform Act (GISRA)

- \* Gramm Leach Bliley Act (GLBA)

- \* Statement on Auditing Standards Number 70 (SAS-70)

- \* International Standards Organization (ISO) 17799

- \* Europe's EU Data Protection Directive 95/46/EC

- \* Canada's Personal Information Protection and Electronic Documents Act

Our network, hardware and applications are audited daily to insure continual compliance with the SANS/FBI security test along with the U.S. Department of Homeland Security's published recommendations.

4 - Supplier is to provide information concerning the servers and backup systems used and provide reliability and uptime estimates. Uptime of the server/systems should be at a minimum of 99.9%

The tipsoft system is comprised of both an application server and a separate MS SQL server. Both machines have redundant power supplies, NIC cards and multi-disc (RAID 10) drive arrays. These are very robust machines that average around 3-6% cpu utilization. Our uptime over the past three years that we have been monitoring it has consistently been at or above 99.9%.

5 - Supplier must have redundant back up of data including off-site storage.

Local and offsite backups are performed daily.

6 - Supplier should have some type of notification system of system down or maintenance windows.

Our system displays all upcoming/scheduled maintenance windows on the main menu.

- 7 - System license should be a site license (unlimited users (tipster and LMPD personnel)).  
Our license includes unlimited users and tip volume
- 8 - All data must be encrypted during any type of data transfer.  
All of our connections use SSL wrapper encryption and E-transfers between clients utilize AES 256 bit.
- 9 - System must be able to use current web browser technology, using https, SSL type technology.  
Our system does use SSL connections.
- 10 - System must work on text cable wireless devices and PDA's.  
Our TipSoft Mobile application is designed specifically for this and allows working all of your tips remotely regardless of source.
- 11 - System must allow for the anonymous reporting of tips via the web.  
TipSoft WebTips are the leading anonymous online tip reception process with seamless 2-way dialog.
- 12 - System should allow for insertion of a web link on LMPD's or the Louisville Metro Government's website that will link the tipster to the site to allow for anonymous tip reporting.  
We provide you with a single url which may be embedded within your website that links to our secure WebTip form. Once selected by the tipster, our server takes over from there.
- 13 - System must allow for entry of tips if a call is received on LMPD's 574-LMPD tip line or regular phone line.  
TSv5 Online is indeed designed for manual input of calls received.
- 14 - System Administrator must be able to customize the question templates or have the option to use default question templates.  
Tipsoft provides default templates for manual data entry but they can be customized and new ones can be created by the end user.
- 15 - System must allow for tips to be entered by multiple personnel at the same time.  
TipSoft is multi-user capable and provides record level locking and guaranteed unique TIP Id numbers even with multiple call takers inputting new tips simultaneously.
- 16 - System must have different levels of user right for personnel.  
Tipsoft has multiple user levels that determine what they can see/do.
- 17 - Any tips received must be able to be updated after they have been entered into the system.  
All tips may be updated at any time and all updates are logged in the audit trail.
- 18 - System must have a complete detailed audit trail to track what changes have been made within the system to a tip. The audit trail needs to be available to System Administrator, or appropriate personnel, without having to contact the supplier. Supplier to list what is included in the audit trail.  
All updates are logged in the audit trail at the record level. We also have an audit report that can be run by Admin level users to see actions performed by each user in the system.
- 19 - System must keep all information about the "tipster" completely anonymous.  
TipSoft provides truly anonymous Web and Text tip capabilities. This has even been challenged by the FBI and withstood the test by their analysts. So now the FBI is fixing to utilize TipSoft themselves.
- 20 - LMPD personnel must be notified of a tip via an alert.  
Any number of users may be alerted to any incoming tip by email to their pc or mobile device. The TipSoft client application may also be run silently in the taskbar while checking for new tips in the background, alerting the operator with an audible and visible message upon any incoming tip.

- 21 - LMPD personnel must be able to securely send the tip to multiple LMPD personnel easily by electronic means.  
TipSoft provides a seamless means of delivery to investigative personnel via secure email or fax from within the application. Extensive reporting is available as well to track what has been sent where, by whom and to whom.
- 22 - LMPD wants the software proposed to have the ability for a Tipster to be able to send photographs concerning tips (via web or text device).  
Images may be uploaded via our WebTips. Due to a limitation between the carriers and our aggregator, no image uploads are available via MMS or cell device at this time. A few carriers are experimenting with making MMS available to third party solution providers through aggregators. There is certainly a possibility we may be able to offer this at a later date but we know it will have per msg surcharges attached from the carriers and may carry a premium price with us as well due to the complexity of implementation.
- 23 - System must allow several users to share data simultaneously on the servers.  
TipSoft is multiple user compliant and supports an unlimited number of user accounts. Users may even be logged in via PDA at the same time others are accessing it via PC.
- 24 - System must allow personnel to access data from within Louisville Metro's network or from a different network.  
Your data resides on our secure server and may be securely accessed from any web enabled pc or PDA.
- 25 - Personnel must be able to securely access data live through use of the web browser  
TipSoft does. We also offer a shell browser program which provides a clean window and extra functionality, like a desktop icon for quick startup and checking for new tips in the background while minimized.
- 26 - System should be capable of instant dialogue transmission between tipster and LMPD personnel via their computers  
TipSoft provides for real-time two-way dialogue with Tipsters via SMS and dialogue at each user's convenience via WebTips.
- 27 - Tipster must have the ability to end the conversation, which will end all ability of LMPD personnel to contact them.  
TipSoft does provide the tipster a way to terminate the thread via issuing the STOP command on their phone.
- 28 - Tipster telephone number or email address must not be identifiable to personnel.  
There is no trace of any identifiable information from any tipster.
- 29 - Supplier should provide some type of help for end users on how to use SMS or MMS to report crime tips on their devices.  
We have an instructional video posted at smscrimetips.com and also a keyword locator at the same location.
- 30 - Supplier must provide training for LMPD personnel on use of the system.  
We provide weekly training classes via GoToMeeting and all users are welcomed to attend remotely.
- 31 - Supplier should provide 24/7/365 support.  
We provide email and phone support weekdays from 8a to 5p CST. However, truth is we are available by email for support virtually 24/7/365 due to our team members' work schedules.
- 32 - System must be capable of tracking calls so reports can be run on the data. System must include all software and training necessary for this.  
All tips, regardless of source, are tracked within TipSoft and extensive reporting is available.

*See next page re: INSURANCE EXCLUSION*

## Additional Information Regarding our Participation in this RFP

Anderson Software does carry \$3 million in General Liability Insurance.

However...

- 1 – We cannot add the entire city and all employees and all elected officials to our insurance.
- 2 – We do not have a separate Professional Liability Policy (E&O) and will not be obtaining one.

The primary contacts for this account will be:

Administrative – Kevin Anderson / 936.569.0447 / [nka@andersoft.com](mailto:nka@andersoft.com)

Operations – Jason Reina / 936.569.0447 / [jason@andersoft.com](mailto:jason@andersoft.com)

Support – 936.569.0447 / [support@andersoft.com](mailto:support@andersoft.com)