



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name George Milligan Division/Dept EQ&PW

Phone 859-258-3402 Email gmilligan@lexingtonky.gov

Type of Purchase: Goods/Materials/Equipment Services

Cost: \$60,899.00

Sole Source Request for the Purchase of: Replacement of existing Wayfinding signs that
have been destroyed do to wrecks or other damages.

One Time Purchase To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Architectural Graphics, Inc.

Contact Name William Clark

Address 2655 International Pkwy. P. O. Box 9175 Virginia Beach, VA 23450

Phone 800-877-7868 ext. 256 Email wclark@agisign.com

STATEMENT OF NEED: (Add additional pages as needed)

Statement of Need

Recently, as a result of traffic accidents and major road construction projects, within close proximity of these signs, six (6) of these signs have been damaged and removed. To correct this problem we have asked the original fabricator and installer (Architectural Graphics Inc.) to serve as the sole-source contractor to replace these damaged signs.

With the 2015 Breeder's Cup World Championships, coming to Keenland Race Course for the first time, this has concerned both members of the council and leaders of both business and non-profit organizations. From Oct. 24-31, Lexington will be home to a city-wide festival spotlighting live music, food, art, and cultural events. Thousands of visitors will be navigating through our major corridors, exploring the special celebrations happening our throughout our community. Therefore, our wayfinding program will be instrumental in helping these visitors find our city's major destinations.



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My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

This vendor was the original supplier of the Wayfinding signs. They are the only supplier who has the specifications available and can meet the timeline of having the signs installed prior to the Breeders Cup in October of this year.

2. Below are eligible reasons for sole source. Check one and describe.

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

Uniqueness of the service. Describe.

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

Used item with bargain price (describe what a new item would cost). Describe.

Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

This Vendor was the only vendor who could meet the time line of having the signs installed prior to the Breeder Cup at a reasonable cost.



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3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

Phone contacts were made to other road sign vendors and none could be found that could meet the time restraints.

4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

Cost was compared to the unit cost of the original project and found to be in line with those cost.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

NA



Architectural Graphics, Inc.

2655 International Pkwy
P.O. Box 9175
Virginia Beach, VA 23450
(757)427-1900

Reference No.: 16810

Date: 26-Jun-15

Quotation

To: **Lexington-Fayette Urban County Government**
200 East Main St., 3rd Floor, Room 338
Lexington, KY 40507

Job Ref: **Lexington Wayfinding**
Replacement Signs

Estimated Delivery: **See Note 2**

From Receipt of approved shop drawings

Salesman: **William Clark**

ATTN: George S. Milligan
Phone: 859-258-3402

Sign Type	Qty	Description	Unit Cost	Extension
A2	4	17'-6" high x 6'-0" wide (overall) post & panel directional signs	7,125.00	28,500.00
B1-R	2	14'-4" high x 4'-9-5/8" wide (overall) post & panel directional signs	5,144.00	10,288.00
		Material		38,788.00
		Installation		19,764.00
		Delivery / Mobilization		2,347.00
		Permits Acquisition		-
		Engineering		-
		State KY Tax 6.00 %		2,468.10
		Grand Total		63,367.10

Tax Exempt - 2,468.10
60,899.00

Notes and Qualifications:

- In the event taxes are required, and the rate and or amount shown is different than required, AGI will adjust accordingly on the invoice.
- Final completion time will be negotiated at time of award of project.
- Permit acquisition to cover labor to obtain permits. Actual cost of permits to be added to invoice.
- AGI corporate policy requires 50% deposit and signed quotation with all orders to implement production.
- Delivery of material is based on one trip to the job site with quantities as listed above. Additional pricing will be required should quantities change.
- Installation prices are based on normal digging conditions. Should rock, asphalt, concrete or hidden obstacles be encountered, the installation price will be increased to compensate AGI for additional time and materials expended.
- Material pricing based on quantities listed above. If quantities should change, additional pricing will be required.
- Installation prices based on easy access to all locations with all installation equipment.
- AGI's quotation for this project is inclusive of all items listed only and does not include any such item that is not shown above. If for any reason AGI does not include pricing for those items not shown, client may request to have additional pricing to include those items into quotation.
- Client responsible for accuracy of all messages.

Accepted By: _____

Title: _____

Date: _____

Architectural Graphics, Inc.

By: _____

Todd E. Srich, Estimator

Date: _____

6/26/2015



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Terms and Conditions

PRICES: Prices quoted are subject to receipt of signed quotation no later than 30 days from date of quotation.

TERMS: All accounts shall be net 10 from invoice date with payment in full being made during this period. In the event timely payment is not made, a 1-1/2% service charge per month after 30 days on the unpaid balance will be levied, and appropriate collection procedures will be initiated. In the event that there is a default of payment of any amount due, and your account is placed in the hands of an agency or attorney for collection or legal action, you will be charged an additional fee equal to the cost of collection including agency and attorney fees and court costs incurred and permitted by law governing these transactions.

PROGRESS PAYMENT: In the event this project, due to circumstances beyond the seller's control, span a period of 60 days or more for 100% completion, buyer agrees to make progress payments in accordance with seller's monthly invoices. Such request for progress payment will be based in the value of signage either installed or stored at jobsite and invoiced on the first of each month. Buyer agrees to pay progress payments within 10 days after receipt of invoice.

RETAINAGE: If circumstances should arise prohibiting the seller to complete this project due to conditions beyond its control on the scheduled timely basis, the buyer shall withhold at its discretion a proportionate amount of funds equal to the signage to be completed. Under no circumstances will the buyer withhold payment over and above the value of the incompleted signage and will follow the payment terms as detailed above.

CANCELLATIONS: Orders based on this quotation cannot be cancelled or specifications changed without seller's consent and upon terms which will protect seller against all losses and liabilities incurred.

DELAYS: Seller shall not be liable for any default or delay caused by government directives, priorities, regulations, requests, orders or requisitions, or by embargoes, fires, strikes, work stoppages, accidents to machinery or equipment, delays of carriers or shortage of labor or material, or for any other cause whatsoever interfering with or impeding production or delivery of the products ordered.

Our promises of delivery are made in good faith, and we will do everything possible to fulfill them. However, if we are unable to meet a scheduled delivery date, we shall not be liable for additional transportation charges incurred by your request to use a faster means of transportation.

CLAIMS: Claims for defective goods must be made within (48) hours after installation or delivery, whichever occurs first. Seller will not accept backcharges or return of any goods without sellers written authority.

ARBITRATION AND LITIGATION: This Contract and Bill of Sale shall be deemed negotiated, made, and performed within the Commonwealth of Virginia and shall be enforceable solely within the jurisdiction of the Commonwealth of Virginia. Controversies arising under this Bill of Sale and Contract shall be determined either by binding arbitration within the Commonwealth of Virginia upon Terms and Conditions agreed upon by both parties to this Bill of Sale, or by litigation deemed properly brought either in the U.S. District Court for the eastern district of Virginia in Norfolk, Virginia, or in the Circuit Court of the City of Virginia Beach, Virginia.

Client Initials & Date _____

AGI Initials & Date

6/26/2015