



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: Battalion Chief Todd Samuelson

Division/Dept: Fire - 570

Phone: 231-5674

Email: samuelst@lexingtonky.gov

Type of Purchase: () Goods/Materials/Equipment (X) Services

Cost: not to exceed \$36,000

Sole Source Request for the Purchase of: FATPOT Software Maintenance and License

Subscription – July 1, 2017 through June 30, 2021

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: FATPOT Technologies, LLC.

Contact Name: Emily Courage

Address: 655 Medical Drive, Suite 100; Bountiful, UT 84010

Phone: 801-397-3973 ext 5103

Email: ecourage@fatpot.com



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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.).

The software maintenance is being purchased directly from the software developer.

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.)

The price was determined to be fair by comparing the cost with other annual software support and enhancement contracts.

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

By continuing to utilize this software, we will avoid the cost of acquiring a different software package to fulfill this need. Considerable time would need to be devoted to the research and testing of other software. If another suitable software package was located, considerable time would be required to reprogram the mobile data computers and the Computer Aided Dispatch (CAD) used by the Division of Fire & Emergency Services. Additional time would be required to train all of the Division's personnel on the new software package.

Further, the continued use of this software will allow the Division of Fire to continue to locate and map the apparatus for the purposes of dispatching the closest appropriate unit to a call for assistance from the public.

Amendment 1

to

Software License Agreement

#R195-2011

TO BE ATTACHED TO AND MADE A PART OF the above identified contract by and between FATPOT Technologies, LLC, referred to as FATPOT and, Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Services, referred to as LICENSEE.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

SECTION 5.5(a): Term

This agreement shall become effective upon the execution of this agreement by and between FATPOT and the licensee and shall continue for an initial one (1) year period. The agreement shall thereafter automatically renew for further terms of one (1) year unless otherwise terminated by either party given the other not less than thirty (30) days written notice of such termination prior to any anniversary of the renewal date.

SECTION 6.4: Governing Law

This agreement and performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky with jurisdiction In Fayette County, Commonwealth of Kentucky.

SCHEDULE C – PROJECT PRICING

ANNUAL MAINTENANCE CHARGES

Annual maintenance charges are due and payable upon execution of this amendment as outlined below.

Ongoing annual maintenance charges for the next five years are shown below. These figures include a one percent cost of living increase per year. Payments are to be made each year on or before the current year’s renewal period has ended.

Renewal Period	Description	Unit Sale	Extended Sale
Jan 1 - June 30, 2017*	Renewal Period #1	\$31,530.00	\$15,765.00
July 1, 2017 - June 30, 2018	Renewal Period #2	\$32,475.90	\$32,475.90
July 1, 2018 - June 30, 2019	Renewal Period #3	\$33,450.18	\$33,450.18
July 1, 2019 - June 30, 2020	Renewal Period #4	\$34,453.68	\$34,453.68
July 1, 2020 - June 30, 2021	Renewal Period #5	\$35,487.29	\$35,487.29

**First renewal term has been paid in full.*

Effective Date of Amendment: Dec 31, 2016

All other conditions and terms in the original contract and previous amendments remain the same.

[EXECUTION ON NEXT PAGE]