



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**



Department	Public Health and Wellness	Department Contact	Briana Lyddane
Contact Email	briana.lyddane@louisvilleky.gov	Contact Phone	502-574-6690

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓	✓		
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	09/15/2021	09/14/2022		

VENDOR INFORMATION

Vendor Legal Name	Zencity Technologies US, Inc				
DBA					
Point of Contact	Eyal Feder-Levy	Email	Eyal@zencity.io		
Street	1313 N Market Street				
Suite/Floor/Apt	5100	Phone	347-746-9913		
City	Wilmington	State	Delaware	Zip Code	19801
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$78,000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
Federal Grant	✓	Federal Granting Agency	ARP Funds for COVID response		
Other		Describe:			
Account Code String #	2210	605	2301	489301	521108
Payment Rate	per hour		per day		per service
	per month	\$48,000.	Other		
Payment Frequency	Monthly	✓	Upon Completion / Delivery		
	Quarterly		Other		



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

LMPHW would like to be able to survey large populations within Jefferson County to obtain data on opinions, needs, and responses to COVID-19 interventions to help inform our response. We want to survey populations using a wide array of applications including social media in order to monitor, analyze, survey and understand community opinions. We need the analysis to include geographic specific results to tailor our interventions to different parts of the community. We need a platform that can help us focus on opinions of specific initiatives, program, and events occurring in certain areas. We want to be able to track resident feedback in real time to better understand the emerging needs, priorities and challenges of different populations throughout Louisville.

We've identified Zencity Technologies Inc as the sole source vendor for this platform. We wish to increase the amount by an additional \$48,000 for a total contract amount of \$78,000. An amendment to the current contract is attached.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

Zencity Technologies Inc is the sole source provider for data collection, analysis, and reporting for the results we want to utilize in determining programming and direction for our COVID-19 response. Zencity's award winning, patent-pending geolocation based social media analysis and monitoring platform can only be purchased from Zencity.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Connie S Mendel Date October 6, 2021
Signature Connie S Mendel

Purchasing Director Joel Neaveill Date 10/29/2021
Signature B4B46603FB3A42D...
Joel Neaveill

Expiration Date: 10/31/2021

License Agreement Addendum

This Addendum (the "Addendum") to License Agreement no. 56923 by and between Louisville, KY Public Health Department ("Customer") and Zencity Technologies Ltd ("Zencity"), dated as of September 24, 2021 (the "License Agreement") is entered into as of the date attached to Customer's signature below (the "Addendum Date").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the License Agreement.

Whereas, the Parties wish to amend certain terms of the License Agreement as set forth herein;

Now, therefore, the Parties hereto agree to amend the terms of the License Agreement as set forth below.

1. **Term.** The Term of the License Agreement is hereby extended for a 6-month, period commencing on March 24th 2022 and ending on September 24th, 2022 (the "**Renewal Term**").
2. **Recurring Fees.** During the Renewal Term The Recurring Fees table included in the License Agreement shall be amended and replaced in its entirety as follows:

RECURRING FEES						
SKU	Product Description	Unit Price	QTY (units)	Gross Price	Special Discount*	Net Price
ZC-CORE	Zencity core SaaS platform allowing state and local governments to better understand and engage with their residents, for cities and counties with up to 1,000,000 residents, including:	\$78,000	6 months	\$48,000	38%	\$48,000
ZC-PULSE	Each Pulse survey is an on-demand, statistically representative survey of residents, with up to 15 custom questions, including an analytic report prepared and presented by a Zencity analyst.	\$30,000	1 Pulse	\$30,000	100%	\$0
Total Gross Price						\$108,000
Total Special Discounts						\$60,000
Total Fees						\$48,000

3. **General.** This Addendum shall form an integral part of the License Agreement. Unless expressly specified herein, all other provisions, terms and conditions in the License Agreement shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Addendum to those of the License Agreement, with respect to matters described herein, the terms of this Addendum shall prevail.

In witness whereof, the parties have executed this Addendum, effective as of the Addendum Date.

Zencity

Customer

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**, hereinafter referred to as "**METRO GOVERNMENT**" or "**METRO**" and **ZENCITY TECHNOLOGIES US, INC.** with offices located at 1313 N. Market Street Suite 5100, Wilmington, DE 19801, herein referred to as "**CONTRACTOR**",

W I T N E S S E T H:

WHEREAS, Contractor and the Metro Government entered into a Contract concerning a platform to survey large populations within Jefferson County to obtain data on responses to Covid 19 interventions; and

WHEREAS, the parties wish to amend the Agreement by increasing its not-to-exceed amount;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Agreement Section II, Fees and Compensation, Subsection A, is hereby deleted in its entirety and shall now read as follows:

A. Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement as described on Attachment A to the Agreement and Attachment A to this Amendment, both being attached and fully incorporated into their respective documents. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **SEVENTY EIGHT THOUSAND DOLLARS (\$78,000.00)**.

Section II. All other terms and conditions as set forth in the Agreement and the Amendments thereto shall remain in full force and effect as if fully set out herein.

**APPROVED AS TO FORM
AND LEGALITY PENDING METRO
COUNCIL APPROVAL OF THE
APPROPRIATION TO FUND
THIS CONTRACT:**


DocuSigned by:

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**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

Date: 10/29/2021


**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

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**DR. SARAH S. MOYER
M.D., MPH, DIRECTOR,
DEPARTMENT OF
PUBLIC HEALTH AND WELLNESS**

Date: 10/29/2021

ZENCITY TECHNOLOGIES US, INC.

DocuSigned by:

C8E45DAE58EB48A...
By: _____

Title: CEO

Date: 10/29/2021

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

ATTACHMENT A

Expiration Date: 10/31/2021

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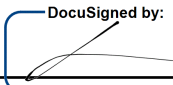
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Zencity

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Customer