



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: IT

Department Contact Person: Angela Green

Telephone: 404 371-2374

Email: adgreen@dekalbcountyga.gov

Requisition Number: _____

Suggested Supplier: Labworks

Estimated Amount of Purchase: \$ 120,363.00

Detailed Description of the Goods or Services to be purchased: LABWORKS Assist Support Plan
Renewal - 3 Years

Emergency (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

Labworks is used by Watershed laboratories and industrial pretreatment programs to manage sampling, lab analysis results and accurate government reporting and billing. This is a vital function. This product is owned by and only supported by this vendor. Nobody else can do it.

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

No further obligations.

3. Explain the impact to the County or Public if this request is not approved.

Vital services like water and waste water pollution tracking, analysis, reporting cannot be done without this software and for this software support is absolutely essential to ensure smooth operations. mission critical watershed functions will be impacted without this approval.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) John Matelski

Signed by: John A Matelski
Date & Time: 29 Jan, 2024 08:24:07 EST Date: _____

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) L DENISE WATERS

Signature: [Signature]

Date: 2/20/2024

Procurement Manager (Typed/Printed Name) _____

Signature: _____

Date: _____

Approved Not Approved

Signature: _____, Director, Department of Purchasing and Contracting Date: _____

Print Form



Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: LABWORKS Assist Support Plan

Demonstration of Contractor’s Unique Qualifications: LABWORKS is the exclusive developer and distributor of LABWORKS software. Their product is complex, which is why they do not have any distributors or resellers. LABWORKS is the only source for LABWORKS LIMS software, instrument interfaces, upgrades, support, training, and services.

Section B – To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: 2/2/2024

Date Public Notice closed: 2/9/2021

Review of Offers

Were any offers received (Yes/No): N

Number of offers received: 0

Responders: 0

Purchasing Agent review and recommendation: Recommend award to the single source, LABWORKS, LLC. 230 North 1200 E #202, Lehi, UT 84043. Amount Not To Exceed: \$120,363.00.

LABWORKS, LLC is the developer and sole distributor of LABWORKS LIMS software, upgrades, instrument interfaces, support, training and services. The LABWORKS Assist Support Plan is proprietary and cannot be interchangeable.

A. Denise Walker
Agent Signature

2/20/2024
Date

Procurement Manager Signature

Date

Labworks LLC

Office: 230 N 1200 E #202, Lehi, Utah 84043
 Remittance: 230 N 1200 E #202, Lehi, Utah 84043

DEKALB COUNTY WATER
 1580 ROADHAVEN DR
 STONE MOUNTAIN, GA 30083
 LABWORKS Support ID: L483

Prepared By: CLAUDIA LUKAC
 Email: clukac@labworks.com
 Finance Email: finance@labworks.com
 Quote Date: January 11, 2024
 Quote #: 00002695
 Quote Expires: March 22, 2024

Attention: FRANCOIS DAUDIER
 Phone: 404-371-2000
 Email: fkdaudier@dekalbcountyga.gov

Software Maintenance and Support

Part#	Description	Quantity	Units of Measure	Unit Price	Subtotal	Total Price
LB-2017	LABWORKS Assist Support Plan Renewal provides a fundamental level of support services for LABWORKS. The plan includes the following: License Software and Documentation Updates (excluding Bartender & Crystal Reports Software); 800 Support Number; Telephone Help Desk; Email Support; Remote Support Sessions; Escalation Process and access to LABWORKS webinars and workshops. (See comment section)	1.00	Annual	\$39,135.00	\$39,135.00	\$39,135.00
LB-2017	LABWORKS Assist Support Plan Renewal provides a fundamental level of support services for LABWORKS. The plan includes the following: License Software and Documentation Updates (excluding Bartender & Crystal Reports Software); 800 Support Number; Telephone Help Desk; Email Support; Remote Support Sessions; Escalation Process and access to LABWORKS webinars and workshops. (See comment section)	1.00	Annual	\$40,113.00	\$40,113.00	\$40,113.00
LB-2017	LABWORKS Assist Support Plan Renewal provides a fundamental level of support services for LABWORKS. The plan includes the following: License Software and Documentation Updates (excluding Bartender & Crystal Reports Software); 800 Support Number; Telephone Help Desk; Email Support; Remote Support Sessions; Escalation Process and access to LABWORKS webinars and workshops. (See comment section)	1.00	Annual	\$41,115.00	\$41,115.00	\$41,115.00

Comments	Quote Summary - Price Shown in USD(\$)	Gross Price	Net Price
LABWORKS System (Oracle Database) current version (v6.10)			
LABWORKS Full User Licenses (20)			
Support Term:			
April 1, 2024 - March 31, 2025 \$39,135			
April 1, 2025 - March 31, 2026 \$40,113			
April 1, 2026 - March 31, 2027 \$41,115			
	Support/Maintenance	\$120,363.00	\$120,363.00
	Total	\$120,363.00	\$120,363.00
LABWORKS Report Designer: B6W60-01CS200-000FP72-0U50			
NOTE: Cost based on purchase or 3 years LABWORKS support paid in full on receipt of Purchase Order.			

- Customer elects electronic delivery ONLY of software products to the designated contact listed above. If included in this quote, Maintenance Fees are payable in advance, with payment due Net 30 days from date of invoice/delivery.
- Please submit your purchase order to finance@labworks.com and to the account representative at the top of the quote.

LABWORKS Maintenance and Support Policy: Clients must maintain LABWORKS maintenance/support in order to receive technical support, email support, phone support, software updates, documentation and access to the LABWORKS user site. If a client elects to discontinue support, they must notify Labworks LLC in writing 60 days prior to the expiration of their last paid maintenance period. Renewal of discontinued support is subject to back support fees. By creating a purchase order based on this quote, you are accepting this Maintenance and Support Policy.

Approved by: *Claudia Ann Lukac Nye*
Claudia Ann Lukac Nye/Director of Client Services



LABWORKS, LLC
230 North 1200 E #202
Lehi, UT 84043
Phone: 844 452-2967
www.labworks.com

January 11, 2024

DeKalb County
1300 Commerce Drive
Decatur, GA 30030
Attention: Purchasing and Contracting

To who it may concern:

This is to certify that we are the developer and sole distributor of LABWORKS software. We do not have any distributors or resellers due to the complex nature of our product. We are the sole source of LABWORKS LIMS software, upgrades, instrument interfaces, support, training, and services.

If you have any questions, please do not hesitate to contact me directly 201 358-6827.

Sincerely,

A handwritten signature in cursive script that reads 'Claudia Lukac Nye'.

Claudia Lukac Nye | Director of Client Services
LABWORKS LLC
Phone: +1 201 358.6827 | Fax: +1 201.RR358.1992
www.labworks.com



DeKalb County
Department of Purchasing & Contracting
The Maloof Centre, Second Floor
1300 Commerce Drive
Decatur, Georgia 30030
Phone: (404)371-7051

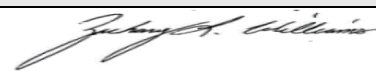
Type	Standard Purchase Order
Order	1373603
Revision	0
Order Date	18-APR-2024
Created By	Head, Phyllis
Revision Date	
Current Buyer	

Supplier: **LABWORKS LLC**
230 N 1200 E Ste 202
Lehi, UT 84043

Ship To: **INNOVATION AND TECHNOLOGY**
3630 CAMP CIRCLE, SUITE 300
Decatur, GA 30032

Invoice To: **DeKalb County Finance Department**
1300 Commerce Drive
Decatur, GA 30030

Supplier No.	Payment Terms	FOB	Freight Terms	Ship Via
178463	Net 2	Destination	Prepaid & Allowed	BEST SHIPPING METHOD
Confirm To/Telephone			Requester/Deliver To	
			Green, Angela	

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Term: 4/1/2024 - 3/31/2025 - LABWORKS Assist Support Plan Renewal	03-MAY-2024				39,135.00
	Ship To: Use the ship-to address at the top of page 1					
	Deliver To: Green, Angela (39135) adgreen@dekalbcountyga.gov					
Total: 39,135.00 (USD)						
Authorized By 						

All suppliers/vendors that do business with the DeKalb County are required to use our iSupplier Portal (ISP). In order to receive access to the portal, email a copy of a W9, Business License/Corporate registration and Conflict of Interest Form to iSupplier_support@dekalbcountyga.gov. ISP provides access to your Company's profile, payment statuses, submission of invoice(s) and solicitation responses.

For assistance, contact us via phone or email: iSupplier Helpdesk (404)-371-2713 or iSupplier_support@dekalbcountyga.gov

"INSTRUCTIONS AND CONDITIONS"

1. Acceptance of this order shall constitute acceptance of the terms and conditions upon the established effective start date. The Contract agreement together with the Supplier's written quotation and/or Sealed Bid/Request for Proposal and/or formal agreement form a binding agreement based upon the agreed terms between the parties.
2. Delivered orders are issued under terms of the numbered Contract agreement indicated on the face hereof; the supplier is required to deliver the commodities and/or services exactly and in strict accordance with the order. Substitutions of commodities and/or quantities ordered are strictly and firmly prohibited.
3. If for any reason, the supplier is unable to comply or supply in strict compliance with this order, the Department of Purchasing and Contracting is to be notified immediately of all factors involved.
4. No changes in conditions, prices, quantities or deliveries will be made without specific authorization; changes or modifications to the underlying transactions shall be in writing from the Department of Purchasing and Contracting. The Department of Purchasing & Contracting is the only authority for transactions under this order. The supplier shall not accept contrary instructions or conditions from any source other than the Department of Purchasing & Contracting. Should the supplier receive, from any other source, contrary instruction or conditions, the Department of Purchasing & Contracting should be notified immediately.
5. Supplier's invoice must describe the article and/or services exactly as shown on this order. The purchase order number must appear on the invoice, and/or delivery ticket, packing list and shipper's bill of lading related to this order, in addition to the name of the requesting department to whom delivery of goods and/or services are to be made.
6. Total price shown on this order shall include all delivery costs to the delivery point shown on the order.
7. Invoices are not paid until items and/or services on the invoice have been received, evaluated, tested and approved by the requesting department.
9. The County is exempt from Georgia Sales Tax and Federal Excise Tax. Exemption certificates will be issued upon request.
10. The County may cancel this Contract agreement at any time, in whole or in part, for the County's convenience, lack of funding or Supplier's failure to fulfill the contractual obligations in any respect.
11. The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. Suppliers may obtain more favorable payment terms by specifying cash discount terms on the invoice as stated in their submitted sealed bids/proposals.
12. When accepted in electronic form, this Contract agreement and all related electronic documents shall be governed by the provisions of Electronic Signatures in Global and National Commerce Act (E-Sign Act).
13. This Contract agreement and all related documents are considered public record by the County and shall be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- et seq.

Sole Sources

Project Name	Flat Shoals Park - Replacement Shade Sails (2 Shade Structures) & Traverse Steps
Attachments	Sole Source Notice
Contact	Delores Hill, dhill@dekalbcountyga.gov
Project Name	Fuel Master Upgrade with Synthech System Inc.
Attachments	Sole Source Notice
Contact	L. Deneen Walters, ldwalters@dekalbcountyga.gov
Project Name	System Enhancements to DeKalb County's Human Services App
Attachments	Sole Source Notice
Contact	Tiffany M. Wilson, tmwilson@dekalbcountyga.gov
Project Name	Digital & Vinyl Billboard Advertising
Attachments	Sole Source Notice
Contact	Monique McCrear, mcmccrear@dekalbcountyga.gov
Project Name	LABWORKS Assist Support Plan
Attachments	Sole Source Notice
Contact	L. Deneen Walters, ldwalters@dekalbcountyga.gov