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January 26, 2021

4:00 PM

Council Chambers/Virtual

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**THIS MEETING IS BEING HELD VIA VIDEO TELECONFERENCE**

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE SOURCE CONTRACT FOR ANIMAL SERVICES CONCERNING A BLOODWORK ANALYSIS DEVICE (IDEXX DISTRIBUTION, INC. - \$60,000.00).

RESOLUTION NO. \_\_\_\_\_, SERIES 2021

..TITLE

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE SOURCE CONTRACT FOR ANIMAL SERVICES CONCERNING A BLOODWORK ANALYSIS DEVICE (IDEXX DISTRIBUTION, INC. - \$60,000.00).

..BODY

SPONSORED BY: COUNCIL MEMBER BILL HOLLANDER

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

**SECTION I:** The following appropriation for the listed contract is hereby approved:

**ANIMAL SERVICES**

\$60,000.00 for a noncompetitively negotiated Sole Source Contract with Idexx Distribution, Inc. for a bloodwork analysis device from September 1, 2020 through October 31, 2021.

**SECTION II:** This Resolution shall take effect upon its passage and approval.

\_\_\_\_\_  
Sonya Harward  
Metro Council Clerk

\_\_\_\_\_  
David James  
President of the Council

\_\_\_\_\_  
Greg Fischer  
Mayor

\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

BY: \_\_\_\_\_

Animal Services - Contract (Sole Source) with Idexx Laboratories Inc Resolution FY21 072820.doc [pr]



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

Department	Metro Animal Services	Department Contact	Skip Kalkhof
Contact Email	skip.kalkhof@louisvilleky.gov	Contact Phone	574-5385

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	09/01/2020	10/31/2021		

**VENDOR INFORMATION**

Vendor Legal Name	IDEXX Distribution, INC					
DBA	IDEXX					
Point of Contact	Matthew Hall	Email	matthew-hall@idexx.com			
Street	One Idexx Drive					
Suite/Floor/Apt		Phone				
City	Westbrook	State	Maine	Zip Code	04092	
Federal Tax ID#		SSN# (If sole proprietor)				
Louisville Revenue Commission Account #						
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business			
Select if applicable						

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	\$60,000		(including reimbursement expenses, if applicable)			
Fund Source: General Fund	✓					
Federal Grant		Federal Granting Agency				
Other		Describe:				
Account Code String #	1101	430	4821	482101	531406	
Payment Rate		per hour		per day		per service
	Varies	per month		Other		
Payment Frequency	✓	Monthly		Upon Completion / Delivery		
		Quarterly		Other		



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

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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.

This contract is for an In-House blood work machine we currently possess and use daily. By having this machine In-House saves Metro Animal Services valuable time and money in diagnosing animals by allowing us to prescribe their needs faster than sending the blood work to an outside reference laboratory.

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**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.

There are 2 companies that offer In-House blood work machines but since we already have this machine set up and running this is a huge savings. By changing machines it would alter the cost of the slides and require additional training plus the cost of a new machine. Idexx provides the machine with on-site service and updates. This is not a service that LMG can provide for Metro Animal Services.

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**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: \_\_\_\_\_

Ashley Book, Interim Director

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

7/23/2020

Procurement Director: \_\_\_\_\_

DocuSigned by:

Joel Neaveill

B4B46603FB3A42D...

Joel Neaveill

Date: 1/20/2021

The provider must be able to meet the following specifications:

1. Provide Veterinary Lab testing in the follow areas:
  - chemistry
  - pathology
  - endocrinology
  - serology
  - hematology
  - microbiology
2. Provide data analysis on test results and trending analysis for each patient.
3. Provide supplies for sample collection and submission.
4. Provide professional consultation when needed.
5. Provide test results via internet or email.
6. Provide daily pickups Monday-Saturday as well as additional pickups as needed for emergencies. Prices listed include pickup/delivery.

Please use the below as reference only. Please put all answers on “Price Sheet” in the bid table.  
Please include pricing and estimated turnaround time to results reported for the following tests:

- Aerobic Culture (ID and susceptibility)
- Aerobic/Anaerobic culture (ID and susceptibility)
- Anaerobic culture (ID and susceptibility)
- Avian chemistry panel (including: Albumin, AST, Calcium, Chloride, CPK, Globulin, Glucose, Phosphorus, Potassium, Sodium, Total Protein, and Uric Acid)
- Avian Sex Determination (must include all avian species)
- Biopsy (with written report)
- Blood culture (ID and susceptibility)
- CBC (including manual white blood cell differential)
- Cytology (with written report)
- Fecal pathogen culture (including Yersinia, Campylobacter, Salmonella, Shigella, Aeromonas, Edwardsiella, and Plesiomonas)
- Fibrinogen Quantitative
- Fructosamine
- Fungal culture
- Heartworm Antigen (ELISA)
- Mammalian chemistry panel (including Albumin, ALP, ALT, AT, Bilirubin, BUN, Calcium, Chloride, Cholesterol, CPK, Creatinine, GGT, Globulin, Glucose, Phosphorus, Potassium, Sodium and Total Protein)
- Mammalian chemistry panel +CBC (including CBC; Albumin, ALP, ALT, AT, Bilirubin, BUN, Calcium, Chloride, Cholesterol, CPK, Creatinine, GGT, Globulin, Glucose, Phosphorus, Potassium, Sodium and Total Protein)
- Protein electrophoreses
- Reptilian chemistry panel (including: Albumin, AST, BUN, Calcium, CPK, Globulin, Glucose, Phosphorus, Potassium, Sodium, Total Protein, and Uric Acid)
- Thyroid panel (T4, FT4 by ed, TSH)
- Total T4



# INVOICE

**BILL-TO ACCOUNT NUMBER:** 178885

**INVOICE NUMBER** 3066672661  
**INVOICE DATE** 06/26/2020

**SHIP-TO ACCOUNT NUMBER:** 178885

**Bill to Add**

LOUISVILLE/JEFFERSON COUNTY METRO GOVERN  
ACTING BY/THROUGH METRO ANIMAL SERVICES  
3528 NEWBURG RD  
LOUISVILLE, KY 40218

**Shipping Address**

LOUISVILLE/JEFFERSON COUNTY METRO GOVERN  
ACTING BY/THROUGH METRO ANIMAL SERVICES  
3528 NEWBURG RD  
LOUISVILLE, KY 40218

PO NUMBER		PAYMENT TERMS				DELIVERY NUMBER		CURRENCY	
356819-16		Net Due on 25th of next month				8010143683		USD	
SHIP DATE	ITEM#	DESCRIPTION	UNIT PRICE	UNIT	QTY	GROSS AMOUNT	DISCOUNT	NET AMOUNT	
06/25/2020	99-07896	SNAP FeLV Antigen Test (30)	305.70	EA	4	1,222.80		1,222.80	
06/25/2020	99-0013506	Catalyst Chem 18 Bundle (Chem 17 + SDMA)	651.36	EA	2	1,302.72	-264.00	1,038.72	
		Catalyst SDMA Discount -264.00							
	99-0004366	Catalyst SDMA (12)		EA	2				
	98-11003-02	Catalyst Chem 17 CLIP (12)		BOX	2				
06/25/2020	99-09440	SNAP Heartworm RT Test (30)	149.70	EA	20	2,994.00	-1,428.00	1,566.00	
		Valued Customer Discount -1,428.00							
		<b>Total amount</b>						<b>3,827.52</b>	

**Save Money, Save Time & Go Green**  
 Save money, time and a tree by switching to electronic billing.  
 Simply contact us with your invoice delivery preference:  
 online at our Invoice Gateway web site, email or fax.

Please have your account number and enrollment token available (found on printed invoice)  
 Go to [idexx.billtrust.com](http://idexx.billtrust.com) to sign up for IDEXX's Invoice Gateway  
 Contact Accounts Receivable at [accountsreceivable@idexx.com](mailto:accountsreceivable@idexx.com) to switch to email or fax delivery

In-House Diagnostics 1-800-814-1147 option 1 This transaction is subject to the IDEXX terms and conditions of sale found at <https://www.idexx.com/naterms>  
 IDEXX'S privacy policies can be viewed at <https://www.idexx.com>

Please detach this section and enclose with your payment. DO NOT SEND CASH!

IDEXX Laboratories, Inc.  
One IDEXX Drive  
Westbrook, Maine 04092

ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE
178885	3066672661	06/26/2020
TOTAL DUE		CURRENCY
<b>\$3,827.52</b>		USD

Enter Amount Enclosed: \_\_\_\_\_

If you would like to pay by credit card or make an online payment from your checking account, please enroll in Invoice Gateway using the below website and enrollment token.

Website: <http://idexx.billtrust.com>  
 Enrollment Token: DMX TLH HGP

To sign up for our Autopay Program please call: 1-800-814-1147



LOUISVILLE/JEFFERSON COUNTY METRO GOVERN  
ACTING BY/THROUGH METRO ANIMAL SERVICES  
3528 NEWBURG RD  
LOUISVILLE, KY 40218

**Please Send Your Payment To This Address:**

IDEXX Distribution, Inc.  
PO Box 101327  
Atlanta, GA 30392-1327

0000178885306667266120200626000000000000003827521



# INVOICE

**BILL-TO ACCOUNT NUMBER:** 178885

<b>INVOICE NUMBER</b>	3065285703
<b>INVOICE DATE</b>	06/02/2020

**SHIP-TO ACCOUNT NUMBER:** 178885

**Billing Address**

LOUISVILLE/JEFFERSON COUNTY METRO GOVERN  
ACTING BY/THROUGH METRO ANIMAL SERVICES  
3528 NEWBURG RD  
LOUISVILLE, KY 40218

**Shipping Address**

LOUISVILLE/JEFFERSON COUNTY METRO GOVERN  
ACTING BY/THROUGH METRO ANIMAL SERVICES  
3528 NEWBURG RD  
LOUISVILLE, KY 40218

PO NUMBER		PAYMENT TERMS				DELIVERY NUMBER		CURRENCY	
356819-16		Net Due on 25th of next month				8009975653		USD	
SHIP DATE	ITEM#	DESCRIPTION	UNIT PRICE	UNIT	QTY	GROSS AMOUNT	DISCOUNT	NET AMOUNT	
06/02/2020	98-11003-02	Catalyst Chem 17 CLIP (12)	435.48	BOX	1	435.48		435.48	
06/02/2020	99-26193	SNAP 4Dx Plus Test (30)	449.70	EA	1	449.70		449.70	
06/02/2020	99-26306-00	ProCyt Dx Reagent Kit	393.99	EA	1	393.99		393.99	
06/02/2020	98-11005-01	Catalyst Chem 10 CLIP (12)	295.08	BOX	1	295.08		295.08	
06/02/2020	99-26193	SNAP 4Dx Plus Test (30)	449.70	EA	1	449.70		449.70	
06/02/2020	99-09214	SNAP Parvo Test (5)	68.95	EA	6	413.70		413.70	
		<b>Total amount</b>						<b>2,437.65</b>	

**Save Money, Save Time & Go Green**  
 Save money, time and a tree by switching to electronic billing.  
 Simply contact us with your invoice delivery preference:  
 online at our Invoice Gateway web site, email or fax.

Please have your account number and enrollment token available (found on printed invoice)  
 Go to [idexx.billtrust.com](http://idexx.billtrust.com) to sign up for IDEXX's Invoice Gateway  
 Contact Accounts Receivable at [accountsreceivable@idexx.com](mailto:accountsreceivable@idexx.com) to switch to email or fax delivery

In-House Diagnostics 1-800-814-1147 option 1 This transaction is subject to the IDEXX terms and conditions of sale found at <https://www.idexx.com/naterms>  
 IDEXX'S privacy policies can be viewed at <https://www.idexx.com>

Please detach this section and enclose with your payment. DO NOT SEND CASH!

IDEXX Laboratories, Inc.  
One IDEXX Drive  
Westbrook, Maine 04092

ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE
178885	3065285703	06/02/2020
TOTAL DUE		CURRENCY
<b>\$2,437.65</b>		USD

Enter Amount Enclosed: \_\_\_\_\_

If you would like to pay by credit card or make an online payment from your checking account, please enroll in Invoice Gateway using the below website and enrollment token.

Website: <http://idexx.billtrust.com>  
 Enrollment Token: DMX TLH HGP

To sign up for our Autopay Program please call: 1-800-814-1147



LOUISVILLE/JEFFERSON COUNTY METRO GOVERN  
ACTING BY/THROUGH METRO ANIMAL SERVICES  
3528 NEWBURG RD  
LOUISVILLE, KY 40218

**Please Send Your Payment To This Address:**

IDEXX Distribution, Inc.  
PO Box 101327  
Atlanta, GA 30392-1327

0000178885306528570320200602000000000000002437654

**IDEXX 360 Agreement**

Practice Name: Louisville Jefferson County Metro Government		Affiliated Practices (if any):	
Address: 3705 MANSCLICK RD LOUISVILLE, KY 40215 1409		Phone: 502-361-1318	
Term Start Date: November 1, 2018	Initial Term End Date: October 31, 2024	SAP#: 178885	Affiliated SAP #s:

**Note: This offer, as generated on August 10, 2018 is valid for 60 days. Please sign below and return a copy to IDEXX within these 60 days.**

IDEXX is pleased to enter into this IDEXX 360 Agreement (this "Agreement") with you. It describes our promises to each other related to your purchase of IDEXX products and services. We use the term "you" to refer to the practice and any affiliated practices named in the table above. We use the term "IDEXX" or "we" to refer to the IDEXX Laboratories, Inc. affiliate noted below. Please read this Agreement carefully and ask us any questions you may have about it.

**What IDEXX diagnostic equipment is included as part of this Agreement and how much do you need to purchase from IDEXX?**

We agree to provide you with the items indicated below in Column B (the "Equipment") as set forth on your associated IDEXX Sales Order Form(s) in exchange for your agreement to spend the aggregate annual minimum amount indicated below in Column D (the "Annual Minimum Purchase Amount") each 12-month period beginning on the Start Date listed above and each annual anniversary of the Start Date during the term of this Agreement (each, a "contract year") on purchases of the IDEXX products and services listed below ("Qualifying Diagnostic Products"). If in any contract year you reasonably determine that due to budget reductions imposed by your funding authority you will be prevented from spending the Annual Minimum Purchase Amount in such contract year, you will provide IDEXX with notice of such determination (including evidence of such budget reductions) within sixty (60) days of such reduction. Upon receipt of such notice, IDEXX shall at its option either (a) lower the Annual Minimum Purchase Amount to match your revised funding level or (b) terminate this Agreement without any further liability to you (other than obligations to pay for the Qualifying Diagnostic Products already purchased) provided that you return the Equipment undamaged (other than normal wear and tear) and in good operating condition.

A	B	C	D
Current "Baseline" Annual IDEXX Spend	Equipment	Additional "Incremental" Annual IDEXX Spend	Annual Minimum Purchase Amount
Reference Lab: \$3,694 SNAP: \$14,726 VetLab: \$10,895 Software Services: \$0 Total Baseline: \$29,315	Catalyst Dx® Analyzer (1) ProCyte Dx® Hematology Analyzer (1) IDEXX VetLab® Station (1)	\$0	\$29,315

**List of QualIMng Diagnostic Products**

- All Catalyst® chemistry and electrolyte slides
- All LaserCyte® reagent kits
- All ProCyte® reagent kits and stain packs
- All IDEXX Reference Laboratories services
- All SedVue Dx® Pay Per Run Charges
- All VetLab® UA™ consumables
- All Coag Dx™ consumables
- All SNAP® tests
- All VetStat® consumables
- All VetLyte® consumables
- All VetTest® slides
- All VetAutoread® VetTubes
- IDEXX Petly® Plans
- rVetLink®
- IDEXX Pet Health Network® Pro monthly subscription
- IDEXX Pet Health Network® Pro postcards



- Data Backup and Recovery

- WebPACS

All purchases of Qualifying Diagnostic Products are subject to our One-IDEXX Master Terms, provided with this Agreement and incorporated herein (the "*Master Terms*"). The Annual Minimum Purchase Amount is calculated net of taxes, shipping, allowances, credits and discounts. Only purchases of Qualifying Diagnostic Products directly from IDEXX or our authorized distributors count towards your Annual Minimum Purchase Amount.

***When will you own the Equipment?***

IDEXX is the owner of the Equipment and shall retain title to the Equipment unless and until you fulfill the Annual Minimum Purchase Amount for each contract year during the term of this Agreement.

***What are your obligations with respect to the Equipment until you own it?***

Except in cases of repair at IDEXX's facilities or exchange of equipment by IDEXX, you will keep and use the Equipment only at your address shown above and not remove it from that address or alter it in any way. You will be responsible for any sales tax due upon transfer of ownership of the Equipment from IDEXX to you.

You agree not to damage or misuse any of the Equipment, and to protect all of the Equipment from any kind of damage or loss during the term. If any Equipment is damaged or lost for any reason, you agree at IDEXX's option either: (i) to pay to IDEXX the suggested retail list price of the Equipment as of the time of damage or loss (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which case you will own such Equipment "as is" and with all faults and defects or (ii) to pay to IDEXX the reasonable cost of repairing the Equipment. You shall promptly notify IDEXX of any loss or damage to the Equipment. You agree to keep the equipment fully insured against loss and to have IDEXX named as loss payee.

You shall not permit any security interest or other lien or encumbrance to attach to the Equipment, and shall notify us immediately if one does. You shall indemnify us against any costs, including reasonable attorneys' fees, if any security interest or other lien or encumbrance attaches to any Equipment. You authorize us to make a filing under the Uniform Commercial Code (UCC) to permit us to perfect a security interest in and/or evidence our continued ownership of the Equipment.

***What happens if you do not meet your annual minimum purchase obligations?***

IDEXX will provide a monthly summary of your spending on Qualifying Diagnostic Products throughout the term of this Agreement either through a monthly statement or through [IDEXX.com/points](http://IDEXX.com/points). If at any point you are at risk of not meeting your Annual Minimum Purchase Amount for such contract year, you will have an opportunity to purchase such Qualifying Diagnostic Products as are necessary to fulfill your Annual Minimum Purchase Amount.

If you fail to spend in any contract year the Annual Minimum Purchase Amount on purchases of Qualifying Diagnostic Products, you agree that IDEXX may retroactively charge you the difference between the amount of your actual net spending on purchases of Qualifying Diagnostic Products during such contract year and the Annual Minimum Purchase Amount (the "*shortfall*"). If you fail to meet your Annual Minimum Purchase Amount in spending on purchases of Qualifying Diagnostic Products in multiple contract years, IDEXX reserves the right to charge you for the shortfall monthly or quarterly, as opposed to annually. If you fail to timely pay the shortfall as provided above: (i) IDEXX reserves the right to charge you for the then-current suggested retail list price of the Equipment as of the time of such charge (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which event you will own the Equipment upon IDEXX's receipt of all payments due, and (ii) if such non-payment of the shortfall occurs in 2 consecutive years, IDEXX reserves the right to demand, and you shall, return of the Equipment to IDEXX undamaged (other than normal wear and tear) and in good operating condition.

 Customer's Initials

***What reference laboratory services and benefits will IDEXX provide?***

As an IDEXX partner, we will provide reference laboratory services to you as described in our Directory of Tests and Services (the "*Directory*"). We update the Directory from time to time. You may access the current Directory at [www.vetconnectplus.com](http://www.vetconnectplus.com) or request a copy through IDEXX Online Orders.

***What additional partner benefits will IDEXX provide in connection with its reference laboratory services?***

As a result of the ongoing investment we make in research and development, IDEXX Reference Laboratories offers many other partner benefits to help support the success and growth of your practice, and the engagement and development of your staff. At this time, these partner benefits include:

- IDEXX VetConnect® PLUS - Access to our cloud-based mobile application which provides real-time, integrated diagnostic results, as well as the ability to trend them for more informed clinical decision making;
- IDEXX Learning Center - Access to our robust and diversified library of educational courses and classes, which provide the opportunity to earn continuing education credits for you and your entire staff; and
- Real Time Medical Consulting – Access to our internal medicine consultants, who are a phone call away and provide real-time medical consulting on challenging cases and clinical situations.

As the leader in veterinary diagnostics, IDEXX is committed to continuing to invest in innovations that help support the growth and success of your practice and, as an IDEXX partner, you will enjoy access to these benefits as we make them available. As our partner benefits change from time to time, we will provide you with updates as changes occur.

***What is the term of this Agreement?***

This Agreement has an Initial term of 6 years, beginning on the *Start Date* and ending on the *Initial End Date* listed in the table at the top of the first page (the "*initial term*"). You and IDEXX are agreeing to honor this Agreement for its full term and, except as expressly set forth herein, are not agreeing to any early termination rights.

**Autorenewal/IDEXXCare Plus Coverage option:** By checking "yes" below, you agree that after the end of the initial term, this Agreement will automatically renew for up to 3 successive one-year periods (each, a "*renewal term*") unless either party to this Agreement gives the other party 60 days' prior written notice of non-renewal before the end of the initial term or latest renewal term, as applicable. If you select this option, you will receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers (including the IDEXX in-house Analyzers among the Equipment and any other in-house Analyzers in your practice) that remain connected to SmartService at no additional cost to you during each renewal term. If you do not select this option, the Agreement will end after the initial term, and you will be responsible for payment of any IDEXXCare Plus coverage thereafter.

Yes ☐

No ☒

 Customer's Initials

***What happens if you do not meet your obligations under this Agreement?***

IDEXX is here to support your practice and our shared commitment to better veterinary care as part of providing you the services and partner benefits under this Agreement, and has entered into this Agreement in good faith, expecting you to meet your obligations for the full term, as you expect of us. If you breach this Agreement (including failure to meet your Annual Minimum Purchase Amount) and we are unable to resolve the matter amicably in what we believe is a reasonable timeframe, you agree that, in addition to all remedies available at law or equity, IDEXX may require that you immediately pay the Annual Minimum Purchase Amount(s) due for the remainder of the term of this Agreement.

 Customer's Initials

***What other terms apply to this Agreement?***

During the first year after you receive the Equipment, the Equipment is covered by IDEXX's limited warranty as set forth in the Master Terms, and for the remainder of the term of this Agreement, the Equipment is covered by our IDEXXCare Plus coverage at no additional cost to you. Following the end of the term of this Agreement, you may cancel your IDEXXCare Plus coverage by providing written notice to IDEXX. You will also maintain IDEXXCare Plus coverage at no additional cost for the equipment you received under your VC Agreement (as defined in Section 11 of the Additional Terms and Conditions below) until October 07, 2015. If this Agreement is renewed past the initial term, you will receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers (including the Equipment and any other in-house Analyzers in your practice) that remain connected to SmartService at no additional cost to you during each renewal term.

IDEXX SmartService™ Solutions ("SmartService") and your IDEXX VetLab® Station must be on at all times under this Agreement for tests run in-house. You should follow the standard weekly restart recommendations. It is your sole responsibility to ensure SmartService is activated and connected. SmartService must be activated prior to or during the installation of the Equipment in order to participate in the opportunities provided under this Agreement.

The foregoing terms are subject to the Additional Terms and Conditions that start on the next page, which are incorporated into this Agreement.

***Kentucky State and Local Statutory Requirements***

**Conflict of interest- Gratuities and kickbacks -- Use of confidential information**

(1) It shall be a breach of ethical standards for any public employee of Kentucky governmental body ("Kentucky 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 therefor, 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 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.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any Kentucky Employee or former Kentucky Employee, or for any Kentucky Employee or former Kentucky 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 therefor.

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

#### Contracts required to mandate revealing of violations of and compliance with specified KRS chapters

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

#### Records Audit

IDEXX shall maintain during the course of this Agreement, and retain not less than 5 years from the date of final payment on this Agreement complete and accurate records of all of IDEXX's costs which are chargeable to you under this Agreement; and you shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by IDEXX shall include (without limitation): a) payroll records accounting for total time distribution of IDEXX's employees working full or part time on the work chargeable to you (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; b) invoices for purchases, receiving and issuing documents, and all the other unit inventory records for IDEXX's stores, stock or capital items chargeable to you; and c) paid invoices and canceled checks for materials purchased for you and for subcontractors' and any other third parties' charges.

By signing below, you agree to all the terms above, the Additional Terms and Conditions and the Master Terms, and you confirm that you are signing on behalf of, and are authorized to sign on behalf of, the legal entity(ies) that own the practice(s) named below.

**IDEXX DISTRIBUTION, INC.**

By: [Signature]

Signer's Name: Jeff Buscuniera

Signer's Title: Sales Support Manager

Date Signed: 1/24/2018

**Louisville Jefferson County Metro Government**

By: [Signature]  
(Practice Signature)

Signer's Name: Darry Gibson

Signer's Title: Director

Date Signed: 2/12/18

IDEXX 360 Point of Contact Name:

Ashley Book

IDEXX 360 Point of Contact Email:

ashley.book@louisvilleky.gov

## IDEXX 360 Agreement - Additional Terms and Conditions

**1. Taxes and Fees; shortfall exceptions.** You are responsible for and agree to pay when due all taxes, fines and penalties relating to this Agreement. You will be responsible for any sales tax due at the time of transfer of ownership of the Equipment. Notwithstanding anything to the contrary in this Agreement, any portion of any shortfall solely attributable to a reduction in spending on SNAP tests will not be invoiced. Also, in the first contract year, you will not be invoiced for any shortfall so long as you spend at least 90% of the Annual Minimum Purchase Amount on purchases of Qualifying Diagnostic Products.

**2. Assignment.** A sale or other transfer of your practice does not end your obligations under this Agreement. You agree to not sell, transfer, assign or delegate performance of this Agreement without the prior written consent of IDEXX. Any change in ownership of your practice(s) such that those persons or entities that control such practice(s) as of the beginning of the term of this Agreement no longer control such practice(s) shall be deemed an assignment of this Agreement. "Control" refers to (i) the possession, directly or indirectly, of the power to direct the management of the practices, whether through the ownership of securities, by contract, or otherwise, or (ii) the ownership, directly or indirectly, of at least 50% of the securities or other ownership interest of the practice(s). You agree not to transfer any assets that are required for you to fully perform under this Agreement without IDEXX's prior written consent.

**3. Other IDEXX programs.** IDEXX reserves the right to determine what other IDEXX sales programs you may participate in during the term of this Agreement.

**4. Audit Rights.** IDEXX has the right, upon reasonable advance notice (not less than five business days) during normal business hours, to inspect your records to verify your compliance with this Agreement.

**5. Other Agreements or Commitments.** This Agreement does not supersede or terminate any obligation you may have with any third party with respect to your reference laboratory services or in-house diagnostics, and by entering into this Agreement, you represent that you can comply with your obligations herein without violating any other agreement you have.

\_\_\_\_\_ Customer's Initials

**6. Terms of Sale.** Any terms and conditions contained in any purchase order form issued by you for any IDEXX product or service are null and void and are entirely superseded by the terms and conditions of this Agreement and those contained in IDEXX's standard terms and conditions of sale and, if reference laboratory

services are included in this Agreement, the Directory. You shall use Qualifying Diagnostic Products counting toward your Annual Minimum Purchase Amount only in the practice location(s) listed above, and not sell or transfer them to any other clinic or location.

**7. Performance Excuse.** IDEXX is not liable for any failure or delay to perform due to strikes (legal or illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, or any other causes beyond our control. We will notify you of such an occurrence as soon as reasonably practicable, and we will try diligently to end the failure or delay and minimize its impact.

**8. Governing Law; Venue; Waiver of Jury Trial.** This Agreement and our respective rights and duties are governed by the laws of Kentucky (Ontario for Canadian practices), without giving effect to the principles of the conflict of laws thereof. Any legal actions relating to this Agreement must be brought in the court of appropriate jurisdiction in the State of Kentucky (or the Province of Ontario for Canadian practices), which shall have exclusive jurisdiction (except that we may bring an action for an injunction or similar equitable relief against you in any proper jurisdiction), and you hereby waive any claim of lack of jurisdiction or inconvenient forum. YOU AND WE WAIVE TRIAL BY JURY IN ANY LEGAL ACTION BY OR AGAINST US IN SUCH LEGAL ACTIONS. We each further waive any claims against the other for multiple, punitive or exemplary damages in any legal actions relating to this Agreement. The prevailing party in any such legal actions shall be entitled to an award of its reasonable legal fees and costs.

**9. Confidentiality.** You may not disclose the specific terms and conditions of this Agreement, including pricing and discount terms, except as may be required by applicable securities or other laws, rules or regulations or the order of a court having jurisdiction. If you have signed a separate Confidential Disclosure Agreement with IDEXX, the terms of this Agreement are confidential information under that agreement.

**10. Use of Personal Information.** IDEXX collects your personal information to respond to your request for products, services, or information, to fulfill our obligations to you under orders or contracts, to arrange for and process payments owed by you in connection with orders or contracts, or for other limited purposes. IDEXX does not share your personal information with third parties unless required to do so by law, or as reasonably necessary to fulfill or administer orders or contracts made with IDEXX. IDEXX may also use your personal information to send you educational information,

information about upcoming seminars, information about new tests that become available, and information about products and services offered by IDEXX and IDEXX's partners that we think may be of interest to you. Because IDEXX is a multi-national company, please note that your information may be stored and processed in the United States, countries of the European Union and elsewhere. If you do not want to receive unsolicited commercial information, please contact IDEXX by telephone at 1-888-557-6518 or by email at [chiefprivacyofficer@IDEXX.com](mailto:chiefprivacyofficer@IDEXX.com).

**11. Miscellaneous.** This Agreement, together with our standard terms and conditions, the Directory (if reference laboratory services are included in this Agreement) and any separate Confidential Disclosure Agreement you have entered into with IDEXX, are the entire agreement between us, and supersede all prior agreements related to the subject matter hereof, including but not limited to the IDEXX Vetlab Volume Commitment Agreement dated October 07, 2015 (the "*VC Agreement*"), which the parties agree will automatically terminate as of the Start Date (and, for the avoidance of doubt, upon termination of the VC Agreement, IDEXX transfers ownership of the equipment provided under the VC Agreement to you). This Agreement creates an independent contractor relationship and nothing in this Agreement shall be construed to create the relationship of employer and employee, agency, joint venture, partnership or association between you and IDEXX. This Agreement may be modified only in writing signed by the parties and not by course of performance. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Facsimile or electronic copies of this Agreement bearing authorized signatures may be treated as an original. Any delay or failure by IDEXX to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

**12. Notices.** Each party shall deliver notices, requests, consents and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party as follows: If to you, to the address on the first page of this Agreement; If to IDEXX, to IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, ME 04092, ATTN: CAG Sales Support Manager; or to such other address as either party may from time to time specify in writing to the other party. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier that provides a receipt, or certified or registered mail, return receipt requested. A Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice as complied with the requirements of this Section.

**13. English Language (Québec only).** The parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

**14. Certification.** By signing and accepting this Agreement, you acknowledge that before execution of this Agreement IDEXX offered to sell you consumable products and laboratory services and/or to sell or lease you the Equipment, separately, and that you declined those offers and accepted the terms of this Agreement instead.



December 15, 2020

Ms. Diana Alvey  
Buyer II, OMB  
Louisville Jefferson County Metro Government  
acting by/through Louisville Metro Animal Services  
3528 Newburg Road  
Louisville, KY 40218

Dear Ms. Alvey:

Please be advised that IDEXX has updated our account records to indicate a new address for the Louisville Metro Animal Services account (Customer/SAP account number 178885):

Louisville Jefferson County Metro Government  
acting by/through Louisville Metro Animal Services  
3528 Newburg Road  
Louisville, KY 40218

In doing so, we consider this address to be the address of record for both ongoing purchases through the account, as well as the IDEXX 360 Agreement between IDEXX Distribution Inc. and Louisville Jefferson County Metro Government, which has a Term Start Date of November 1, 2018 and an Initial Term End Date of October 31, 2024.

If you should have any further questions regarding your account or this correspondence, please feel free to reach out to your aligned IDEXX Sales Professionals:

Nick Meszaros @ [nick-meszaros@IDEXX.com](mailto:nick-meszaros@IDEXX.com), or  
Matthew Hall @ [matthew-hall@IDEXX.com](mailto:matthew-hall@IDEXX.com)

Thank you for your on-going partnership with IDEXX.

Kind Regards,

A handwritten signature in black ink, appearing to read "Jeff Buschagen", with a stylized flourish at the end.

Jeff Buschagen  
Sales Support Manager III  
IDEXX Distribution, Inc.

RESOLUTION NO. 008, SERIES 2021

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE SOURCE CONTRACT FOR ANIMAL SERVICES CONCERNING A BLOODWORK ANALYSIS DEVICE (IDEXX DISTRIBUTION, INC. - \$60,000.00).

SPONSORED BY: COUNCIL MEMBER BILL HOLLANDER

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

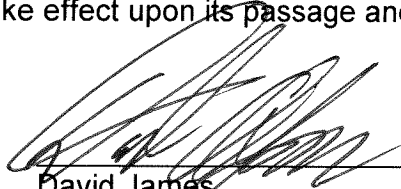
**SECTION I:** The following appropriation for the listed contract is hereby approved:

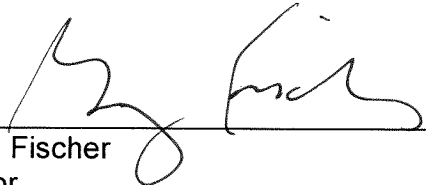
**ANIMAL SERVICES**

\$60,000.00 for a noncompetitively negotiated Sole Source Contract with Idexx Distribution, Inc. for a bloodwork analysis device from September 1, 2020 through October 31, 2021.

**SECTION II:** This Resolution shall take effect upon its passage and approval.

  
Sonya Harward  
Metro Council Clerk

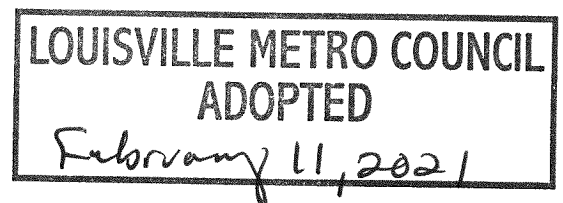
  
David James  
President of the Council

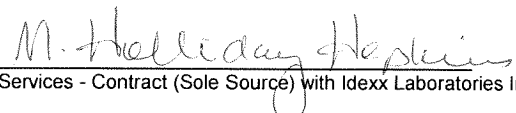
  
Greg Fischer  
Mayor

2-18-21  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney



BY:   
Animal Services - Contract (Sole Source) with Idexx Laboratories Inc Resolution FY21 072820.doc [pr]