

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Vendor ID 0000013831**  
**Idexx Distribution Corp**  
**1 Idexx Dr**  
**Westbrook ME 04092**  
**USA**

|                                                   |                                |                                         |
|---------------------------------------------------|--------------------------------|-----------------------------------------|
| <b>Contract ID</b><br>0000000000000000000029161   |                                | <b>Page</b><br>1 of 4                   |
| <b>Contract Dates</b><br>06/01/2015 to 05/31/2019 |                                | <b>Origin</b><br>CP                     |
| <b>Description:</b><br>CP-IDEXX LAB SUPPLIES      |                                | <b>Contract Maximum</b><br>\$999,999.99 |
| <b>Buyer Name</b><br>LaRose,Deborah L             | <b>Buyer Phone</b><br>828-4635 | <b>Contract Status</b><br>Approved      |

**Phone #: 800-321-0207**

| Line # | Item ID             | Item Desc                                       | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------------------|-------------------------------------------------|-----|------------|---------|---------|
| 1      |                     | GAMMA COLILERT-WP200I                           | EA  | 610.00000  | 0.00    | 0.00    |
|        | IDEXX #98-12973-00  |                                                 |     |            |         |         |
| 2      |                     | COLILERT - 10, WP200-18, 200 COUNT              | EA  | 710.00000  | 0.00    | 0.00    |
|        | IDEXX #98-08877-00  |                                                 |     |            |         |         |
| 3      |                     | QUANTI-TRAY, WQT, DISPOSABLE, WQT100            | EA  | 70.00000   | 0.00    | 0.00    |
|        | IDEXX #98-21378-00  |                                                 |     |            |         |         |
| 4      |                     | QT COMPARATOR, WQTC                             | EA  | 6.00000    | 0.00    | 0.00    |
|        | IDEXX #98-09226-00  |                                                 |     |            |         |         |
| 5      |                     | COLISURE 200T IRRADIATED, WCLS200I              | EA  | 710.00000  | 0.00    | 0.00    |
|        | IDEXX #98-13174-00  |                                                 |     |            |         |         |
| 6      |                     | COLI COMPARATOR, WP104                          | EA  | 6.00000    | 0.00    | 0.00    |
|        | IDEXX #98-11682-00  |                                                 |     |            |         |         |
| 7      |                     | COLILERT VESSELS, 200 BOTTLES/CASE, WV120ST-200 | EA  | 90.00000   | 0.00    | 0.00    |
|        | IDEXX #98-06159-00  |                                                 |     |            |         |         |
| 8      |                     | WQTC, PRE-DISP QT 2000                          | EA  | 10.00000   | 0.00    | 0.00    |
|        | IDEXX #98-09227-00  |                                                 |     |            |         |         |
| 9      |                     | WQT2K QUANTI-TRAY 2000 DI                       | EA  | 110.00000  | 0.00    | 0.00    |
|        | IDEXX #9821675-00   |                                                 |     |            |         |         |
| 10     |                     | 120 ML BOTTLES                                  | EA  | 119.00000  | 0.00    | 0.00    |
|        | IDEXX #98-09222-00  |                                                 |     |            |         |         |
| 11     |                     | STERILE WATER                                   | EA  | 38.00000   | 0.00    | 0.00    |
|        | IDEXX #98-09444-01  |                                                 |     |            |         |         |
| 12     |                     | POLY, VESSELS W/O ST, CASE PACK OF 200/BOX      | EA  | 119.00000  | 0.00    | 0.00    |
|        | IDEXX #98-WV120-200 |                                                 |     |            |         |         |
| 13     |                     | EIA CELISA, EACH KIT OF 96 WELLS                | EA  | 159.86000  | 0.00    | 0.00    |
|        | IDEXX #99-00124     |                                                 |     |            |         |         |

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| <b>Buyer Name</b><br>LaRose,Deborah L             | <b>Buyer Phone</b><br>828-4635 | <b>Contract Status</b><br>Approved      |

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|--------|--------------------|------------------------------------|-----|------------|---------|---------|
| 14     |                    | CULTURE QC, CASE PACK KIT OF 3     | EA  | 168.62000  | 0.00    | 0.00    |
|        | IDEXX #98-29000-00 |                                    |     |            |         |         |
| 15     |                    | SNAP BETA LACTAM, EACH KIT OF 2 QT | EA  | 66.00000   | 0.00    | 0.00    |
|        | IDEXX #99-09290    |                                    |     |            |         |         |

### CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE

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| <b>Buyer Name</b><br>LaRose,Deborah L             | <b>Buyer Phone</b><br>828-4635 | <b>Contract Status</b><br>Approved      |

**Phone #: 800-321-0207**

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|--------|---------|-----------|-----|------------|---------|---------|

RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

THE FOLLOWING PRODUCTS ARE REQUIRED ON AN AS NEEDED BASIS. THE DEPARTMENTS THAT UTILIZE THIS CONTRACT DO NOT HAVE SPECIFIC TIMEFRAMES WHEN ORDERS ARE PLACED FOR THESE PRODUCTS. THEREFORE ORDERS MAY BE PLACED RANDOMLY DEPENDING ON FUNDING.

SOME PRODUCTS NEED TO BE SHIPPED MONTHLY AND OTHERS DELIVERY WILL BE 7-14 DAYS FROM THE DATE OF ORDER.

PERFORMANCE MEASUREMENTS:

DELIVERIES ARE REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. THE STATE WILL REDUCE THE VENDOR'S INVOICE BY 10% IF TIMELINE FOR DELIVERY ARE NOT MET, UNLESS PRIOR APPROVAL FOR A JUSTIFIABLE DELAY HAS BEEN APPROVED BY THE LABORATORY DIRECTORS.

THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIALLY CONSEQUENCES AS SEVERE AS TERMINATION.

VENDOR CONTACT INFORMATION:

BILL DUNGEY  
TELEPHONE: 800-321-0207  
FAX: 207-556-4630  
EMAIL: WATER@IDEXX.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,  
TELEPHONE 802-828-4635,  
FAX 802-828-2222  
E-MAIL: deborah.larose@vermont.gov

CHANGE #1 - 03-15-17 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO MAY 31, 2018 UNDER THE SAME PRICES.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL

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| Line #                          | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|---------------------------------|---------|-----------|-----|------------|---------|---------|
| TAXES DUE THE STATE OF VERMONT. |         |           |     |            |         |         |

CHANGE #2 - 03-07-18 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO MAY 31, 2019 UNDER THE SAME PRICES.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_