

May 01 2019

LOUISVILLE/JEFFERSON COUNTY METRO G
3705 MANSLICK RD
LOUISVILLE , KY 40215-1409

Matt Hall
matthew-hall@idexx.com

178885

Contract #: 2019-287096-1

May 01 2019 - Quote valid until May 31 2019

LOUISVILLE/JEFFERSON COUNTY METRO G ▪ 3705 MANSLICK RD ▪ LOUISVILLE,
KY 40215-1409 US

MY ORDER

PRICE

Digital Imaging

IDEXX ImageVue DR40 System	\$56,995
Delivery Fee: Digital	\$995

Storage

WEB PACS 50 cases · 1 year ·)	1,068.00
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Digital Accessories

Summit InnoVetSelectHF30-4-way Top-DR	\$17,000
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IDEXXCare Plus (Quarterly)

DR40	<i>Billed Quarterly by IDEXX</i>
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Total Price[‡]	\$76,058.00
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Total Discount[‡]	(\$10,000)
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Due at Install[‡]	\$66,058.00
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[‡] taxes not included

Congratulations on your participation in the following:

All IDEXX instruments include a one-year warranty

Accompanying Documents: One-IDEXX Master Terms

Upon acceptance by IDEXX, this Order Form and Sales Receipt is a binding agreement between the practice named above and IDEXX Distribution, Inc. on behalf of itself and its affiliates. By signing below, you acknowledge receipt of the Master Terms and the documents referenced above that accompany this Order Form and Sales Receipt, and you agree to the terms stated above and in the Master Terms and the accompanying documents, and you represent that you are authorized to sign these documents on behalf of the practice, and that the doctor listed below holds a valid license to practice veterinary medicine at the location where the equipment will be used. These documents may be modified only by written agreement. Your order is subject to approval at IDEXX's home office. A facsimile or electronic version of your signature on this Order Form and Sales Receipt and any accompanying documents when received by us shall be binding upon you, for all purposes, as if originally signed.

Digital Install Date

Principal's Name and Title*

Principal's Signature *

Today's Date

Doctor's Name

* Required fields

One IDEXX Master Terms

Welcome to the IDEXX family of leading animal health products, services and software. You are joining veterinarians worldwide in accessing leading innovations to help keep pets safe and healthy. Below are our detailed terms and conditions that apply to our products, services, and software, referred to as our “offerings”, purchased by you (“customer”, “you” or “your”) from IDEXX Laboratories, Inc. and our affiliates (“we”, “our” or “IDEXX”). If you do not agree to these terms, you are not allowed to use the offerings.

1. These Terms.

1.1 Master Terms; Schedules. We provide many different offerings that are covered by these terms (“**master terms**”). Offerings may be described in more detail in additional documents, called “**schedules**”. In addition to these master terms, you must agree to the terms in the schedules, which will be referred to below as “**additional terms**”. If there is a conflict or inconsistency between these master terms and any additional terms, the additional terms will govern with regards to that offering. References to these master terms also include any applicable additional terms.

Additional terms specific to your offerings may be described in schedules to these master terms, including:

- Schedule A:** additional terms related to maintenance and support offerings, including for in-house diagnostic equipment and digital products, practice information management software, and other such offerings provided by IDEXX from time to time
- Schedule B:** minimum technical requirements
- Schedule C:** network acceptable use policy, subscription service availability and protection
- Schedule D:** additional warranty and support guidelines
- Schedule E:** third party terms

Schedules may be obtained from your sales representative or by contacting IDEXX customer support at 800-814-1147 or CAGbusinesssupportteam@idexx.com.

1.2 Additional Definitions. For the purposes of these master terms, “**software**” refers to all software provided by IDEXX, including IDEXX Cornerstone Practice Management products, software integrated with IDEXX hardware, third party software products, software used during installation, software installed on your systems by IDEXX, and software provided by us that is accessed by you through the Internet. “**Documentation**” means technical documentation, specifications, and operating instructions made available to you related to software and other offerings.

2. Fees, Payments and Returns.

2.1 Fees. Fees applicable to our offerings are available on your “**order forms**” that apply to them. Fees for subscriptions and services will be as indicated on our then current list price for such services and subscriptions or online where applicable, and may be changed on 30 days notice to you, unless otherwise provided on your order form. Fees do not include taxes, or third party charges of any kind, such as sales taxes or ISP charges, so if such charges apply, you will be responsible for paying them. Unless otherwise provided on your order form or schedule, payments are due on the 25th day of the month following the date of our invoice, or on their indicated due date. All costs and expenses related to collecting overdue fees, including attorney’s fees, will be payable by you.

2.2 Payments and Credits. We have the right to change payment terms or revoke credit, which we have previously

extended. Overdue payments will be subject to a finance charge at the rate of 1 1/2% per month or the maximum interest rate allowed by law, whichever is lower. Payments are to be made in U.S. Dollars, or Canadian Dollars for Canadian sales. In addition to any other remedy available to us, if payments become overdue, we may suspend our performance related to any of our offerings, including with respect to any applicable warranty terms.

2.3 Estimates and Quotes. Estimates and quotes are not valid unless given to you in writing, and are valid for 30 days unless otherwise specified. To be valid, orders must be accepted, in writing, at our corporate offices. Quotes for software upgrades are not valid until you receive a written invoice for the upgrade.

2.4 Receiving and Returning Products. Title and the risk of loss to products shipped to you (except software) passes to you at our shipping location, at the time the product was made available for pickup at that location. All sales are final, and you may not return products without our written authorization. Authorized returns are for credit only, and some products will be subject to a restocking fee.

3. Your Rights to Use the Offerings.

3.1 Software Offerings. Your use of software is subject to all agreements such as end user and other license agreements, or other terms that accompany or is included with the software. If software is provided to you without a license, then the following license grants you the right to use the software: Subject to your compliance with these master terms, IDEXX grants you a non-exclusive, limited, license to install and use the software, in object-code form only, for use only with the offering for which it is intended, during the term of the license, only for your internal business purposes, in a manner that is consistent with the Documentation. If your license is on a per seat basis, the number of authorized seats is 1 unless otherwise provided for in your order form. You may also copy documentation for your internal training purposes, as long as you do not remove any proprietary notices. If software is provided to you as part of a subscription, your license is only valid so long as your subscription is valid. Your rights to use non-software offerings are conditioned upon compliance with these master terms, including the payment of all fees.

3.2 Ownership of Our Materials. Many of our offerings contain software, proprietary content, and other materials and confidential information of IDEXX and its licensors. Unless specifically granted to you, IDEXX and its licensors own and retain all rights title and interest in and to the offerings and all related intellectual property, and nothing in these terms will confer any license to any IDEXX intellectual property by implication, estoppel, or otherwise. “**Intellectual property**” means patents, copyrights, trade secrets, trademarks (including trade names, logos and service marks) and confidential know-how, whether registered or unregistered, and including any applications or registrations for each, and their equivalent on a worldwide basis. You may not use our trademarks, including service marks, trade names, designs, logos and other trade dress, without our written permission.

3.3 Limits on Use. We want you to use our offerings for their intended purpose, but you are not allowed to: (a) copy, modify, or make derivative works of software; (b) sublicense, lease, sell, rent, use or otherwise transfer or make available software to any third-party; (c) reverse engineer, decompile, disassemble, or attempt to derive the source code or equivalent of software; (d) use software except as specifically allowed under the master terms or additional terms; or (e) remove, alter, cover, or distort any copyright, patent or other attribution on or in software or other offering. Your rights to use our offerings are conditioned upon compliance with these terms.

3.4 Feedback. You have no obligation to provide us with any feedback, such as ways to improve our offerings (“**feedback**”), however, if you do provide feedback, then you grant us a non-exclusive, worldwide, royalty-free, fully paid up, perpetual, unlimited, assignable license to use, reproduce, publicly perform and display, distribute, modify, and create derivative works from the feedback.

4. Confidentiality.

You may receive confidential information from our licensors or us. “**Confidential information**” means information that is marked confidential or proprietary, or that a reasonable person should know is confidential, and includes, without limitation, all provisions of these master terms and all IDEXX pricing, or other terms related to our offerings, including IDEXX incentive programs. Confidential information also includes software, both in binary and source code, know-how, trade secrets, and non-public information about our customers, our offerings, or us. You agree to use reasonable care to protect our confidential information and to prevent the use or disclosure of it to any third party, unless disclosure is required by the Kentucky Open Records Act, KRS 61.870, *et seq.* Any breach of this section may result in irreparable harm to us, and that monetary damages may not be sufficient, therefore you agree that we will be entitled to equitable relief with regards to any breach of this section, without waiving any of our other rights or remedies.

5. Telemedicine, Consultation Services and Third-Party Materials.

Our offerings may include links to third party sites or materials. We are not responsible for the availability of, or content from, third party sites, including any advertising, products, or other materials made available through them. Those materials are provided on an As-Is basis, and your use of those materials will be at your own risk. You are also responsible for obtaining any necessary licenses or permissions for the use of any third party materials, and you are liable for any claims arising out of the failure to properly obtain such licenses or permissions. Although some content available through the offerings may be clinical or related to medical treatment (“**content**”), you agree that content does not constitute an opinion, medical advice, diagnosis, procedure or treatment of any particular condition. Content is provided for informational or educational purposes only, on an As-Is basis, at your own risk. Diagnoses and treatment decisions are the responsibility of the primary care veterinarian, and in no circumstances should content be used as a substitute for the opinion of a medical practitioner. Some offerings may include telemedicine or the ability to confer with clinicians or others on a real-time or other basis. Any information derived from such services are also provided on an As-Is basis, are for informational purposes only and under no circumstances should such information be used as a substitute

for clinical, diagnostic and treatment decisions, all of which remain the responsibility of the primary care veterinarian.

6. Reference Laboratory Services: Delivery, Handling and Retention of Specimens and Results.

6.1 Delivery of Specimens. We reserve the right to refuse to accept or to rescind acceptance of any specimen, which in our judgment is likely to pose any unreasonable risk in handling and/or analysis. You represent and warrant that any specimen containing any hazardous substance, which is to be delivered to us, will be packaged, labeled, transported and delivered in accordance with applicable laws.

6.2 Quality Assurance. We will perform services consistent with our quality assurance standard operating procedures. It is your exclusive responsibility to confirm that our standard practices will meet your needs before placing any order for work.

6.3 Retention of Specimens. After we report analytical results, we routinely retain blood specimens in our storage facilities for forty-eight (48) hours, and serum specimens for six (6) days, after which we may destroy the specimens.

6.4 Hazardous Materials. We may return to you unused portions of specimens found or suspected to be hazardous, or to contain hazardous materials according to state or federal guidelines upon completion of the analytical work. We may invoice you for the cost of returning the specimen.

6.5 Specimen Containers. We reserve the right to charge a fee for specimen containers. All specimens become the property of IDEXX upon delivery to an IDEXX facility.

6.6 Retention of Reports. Unless otherwise agreed in writing, we shall retain copies of reports for a period of one (1) year, after which we may destroy the reports.

7. Your Responsibilities when Using Our Offerings.

7.1 Technology Requirements. You are responsible for ensuring that you have and maintain the minimum required technology, systems, and dependencies necessary to use and access the offerings, including all costs and expenses related to those requirements. Those minimum technology requirements include all hardware, software, operating systems, network connectivity, and other technologies required to install, access, and utilize the offerings. Your minimum technology requirements may be found in your schedules, or product documentation, which may be amended from time to time. Additional information on minimum technical requirements for particular offerings may be found on **schedule B**.

7.2 Comply with these Terms and Obligations. You are responsible for your and your user's compliance with these master terms, and you will be liable for any non-compliance by your users. You must use commercially reasonable efforts to prevent unauthorized use of the offerings by any other party, and must promptly notify us of any unauthorized access or use. Offerings may only be used in accordance with all applicable federal, state, local and provincial laws and regulations. Laws and regulations may apply to your use of your customers' data and information, or communications to your customers related to the use of the offerings. Therefore, you are responsible for managing and controlling the personal information of your customers, including any necessary consent that you are required to obtain

from your customers to use their personal information and to access their data. You are solely responsible for complying with all data, privacy, defamation, spam, copyright, or other laws or regulations which may apply to your use or your customers' use of the offerings, and agree to indemnify us for any liability that arises from your non-compliance with these master terms and this section.

7.3 Policy for Network Use. We value mutual respect between our customers who use our network. For more information on our acceptable network use policy, see **schedule C**.

8. We Respect Your Data and Privacy.

8.1 Data Policies. We respect your data and the need to protect it, so we have established a Privacy Policy, which explains how our providers or we will use your data and 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 its partners that we think may be of interest to you. If you do not want to receive unsolicited commercial information, please contact IDEXX by email at chiefprivacyofficer@IDEXX.com. For more information about our collection and use of your data and information and your customers' data and information, please see our privacy policy, which is available at www.idexx.com/privacy. We use third party service providers ("**data storage providers**") for our web-based data storage services, including Amazon Web Services, Inc. ("**AWS**"). Therefore, you must also agree to the terms of the data storage providers' privacy and customer agreements. The AWS privacy and customer agreements are available at <http://aws.amazon.com/agreement/> and <http://aws.amazon.com/serviceterms>, each of which may be updated from time to time by AWS.

8.2 Data Protections. We hold your data in our possession with the same degree of care that a reasonable and careful company would exercise with similar data of its own. We will also implement reasonable security and environmental precautions to ensure a high level of system availability and data protection and recovery. For more information on our service level and data protection efforts for particular offerings, please see **schedule C**.

8.3 Back up your Data. You are solely responsible for determining which of your files will be backed up when using any of our offerings, including PACS and our backup and recovery services. You must determine your own data backup and retention requirements based on your own needs and any applicable laws and regulations. You acknowledge that no backup solution is completely failsafe, and you will be solely responsible for implementing any other backup or redundant systems you deem appropriate or necessary given your circumstances, and we will not be liable for any loss of your or your customers' data. Upon termination of our services to you involving the storage of data to you, including but not limited to images related to PACS offerings, we may store such data for

up to 6 months; however, we are not responsible for maintaining such data and may delete your files without additional notice.

9. IDEXX Limited Warranties.

9.1.1 Limited Warranty. Subject to the provisions of this section 9, we warrant that: (a) our reference laboratory and telemedicine services will be provided in a professional manner using qualified personnel; (b) our non-software products will conform to our documentation, when stored under conditions specified by us and given normal, proper and intended usage, until the expiration of the products' stated shelf life, or, if none is stated, for the greater of 1 year after delivery to you or as stated on your order form or sales receipt and; (c) the 2 most current release versions of our software licensed to you (including documentation), as delivered, will perform substantially in accordance with the documentation for 90 days after delivery to you. You acknowledge that no diagnostic product can warrant 100% accuracy. We do not warrant uninterrupted or error-free operation of our offerings. We do not warrant expendable or consumable parts, such as fuses, batteries, bulbs, cables, power cords, adaptors, calibrators, print heads, keyboards, mice, ribbons, tapes, CDs or other supplies or media, or third-party products, such as printers or non-IDEXX software; all of which are provided to you on an "As Is" basis. Third party product suppliers may provide their own warranties. We do not warrant any software patch, update, upgrade, modification or other enhancement provided by us beyond the original warranty period for that software, which begins with your initial license from us. The benefit of the limited warranty described in this section extends to you only if you are the end-user of new products purchased or licensed directly by you from an authorized distributor or us. Our offerings are for professional use only by trained personnel.

9.1.2. Our Warranty Obligations. In the event of a breach of any limited warranty provided in section 9.1.1, we will, at no additional charge, during the applicable warranty period: (a) for non-software products, at our option either repair or replace a nonconforming product with new or serviceable used parts or products that are equivalent or superior to new parts or products in performance, and will return such product to you, transportation and insurance prepaid, and; (b) for software, use commercially reasonable efforts to provide modifications to any nonconforming software in an attempt to make it conforming. Our warranty on replacement parts and product repairs extends only for the remainder of any original warranty period. If we are unable to repair or replace a nonconforming product after reasonable efforts, or to make software conforming, we will refund your purchase price or license fee paid to us for the offering, for the period of non-conformance, and if requested by us, upon your return of the product. The terms of this section 9.1.2 shall be our exclusive liability and your sole remedy for breach of any IDEXX warranty.

9.1.3. More Information on Warranties. For more information about our warranty and support procedures and obligations, please see our Warranty and Support Guidelines, which are described on **schedule D**. Our online subscription service offerings are provided on an "As-Is" and "As-Available" basis except as described on **schedule C** regarding service levels.

9.2 Your Warranty Obligations. You must take reasonable care of the products, maintain them in a clean and appropriate environment, and carry out any routine maintenance we recommend. You must also provide reasonable supporting data

to help identify reported problems, and promptly install new release versions of software that we may make available to you. You must also upgrade your operating system software as we may periodically recommend. Your limited warranties may be voided if you do not comply with your obligations in this section.

9.3. Exceptions to Warranty Coverage. We don't warrant the performance of our products if your use of such products is not in strict compliance with our product instructions, you use them with products or services not provided and configured by us, or if you install unapproved software applications on our products, such as third party drivers. Failure to use only IDEXX authorized products or services on your IDEXX products voids IDEXX's warranty obligations to you. Our warranties do not cover damage resulting from any causes external to our products, such as negligence or improper use or handling; casualty; external electrical fault; failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our products; computer viruses, spyware, malware, worms or other harmful programs; or repairs or modifications made by anyone other than IDEXX or its authorized service providers. IDEXX will repair normal wear-and-tear damage only to the extent required for proper functioning of equipment under warranty; cosmetic damage is not covered.

9.4 Disclaimer of Additional Warranties. EXCEPT AS PROVIDED IN SECTION 9.1.1, IDEXX AND OUR LICENSORS MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND DISCLAIM ALL OTHER WARRANTIES INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY WITH REGARDS TO ANY IDEXX OFFERING. THIRD PARTY MATERIALS AND SOFTWARE OFFERED WITH OR IN IDEXX OFFERINGS, INCLUDING OPEN SOURCE SOFTWARE, ARE PROVIDED AS-IS, AND ARE NOT COVERED BY ANY IDEXX WARRANTIES.

10. Ending the Agreement.

We may terminate a schedule or these master terms with notice to you for any of the following: (a) a breach of section 7.3 (acceptable use policy) or other IDEXX policy; (b) infringement of our, or our licensor's, intellectual property; (c) breach of your Confidentiality obligations in section 4; or (d) if you breach your obligations under these master terms, and you don't cure that breach within 30 days from notice of the breach. Termination will occur automatically if you file a voluntary petition in bankruptcy, are adjudicated bankrupt, have a trustee or receiver appointed over your assets, or become insolvent or suspend your business, or make an arrangement for the benefit of creditors. For service offerings without a contrary termination provision, either party may terminate the applicable offering, for convenience, by providing 30 days written notice to the other party. In no event will any termination for any reason effect your obligation to pay outstanding fees or give you the right to a refund. Upon termination for any reason, you must: (a) stop using the offering, (b) erase all copies of any software from your systems, and (c) confirm that you have complied with this obligation if requested.

11. Liability Limitations.

Under no circumstances will we or our licensors be liable to you or others for loss of profit or use, special, incidental,

consequential, indirect, exemplary, punitive or multiple damages, including without limitation for loss of goodwill, data or equipment or for business interruption, arising out of the manufacture, sale, supply or use of any offering or failure of or delay in delivering offerings, whether based on warranty, contract, tort or otherwise, even if we or they were advised of the possibility of such damages or losses. Subject to the provisions of section 9, IDEXX's total cumulative liability to you, including liability arising out of any offering, whether based on warranty, contract, tort or otherwise, shall not exceed the amount you paid for such offering during the 12 months before the event giving rise to the claim. The disclaimer and the limitation of liability set forth above shall apply even if any IDEXX warranty fails of its essential purpose. You agree that IDEXX has set prices and entered into these terms and conditions with you in reliance upon the disclaimers of warranty and the limitations of liability set forth in these master terms, and that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties. We specifically disclaim any liability for any actions resulting from your use of any offerings. You may use and access the offerings at your own discretion and risk, and you are solely responsible for compliance with all applicable laws or regulations or any damage to your computer system or loss of data that results from the use and access to any of the offerings. We will not be liable for or have any obligation to repair, damage resulting from computer viruses, spyware, malware, worms, or other harmful programs.

12. Resolution of Disputes.

These master terms and all related disputes between the parties, whether in contract, tort or otherwise, will be governed by the laws of the State of Maine (or the Province of Ontario, for Canadian sales; or the State of New South Wales, for Australian sales), without reference to conflict of laws principles, and any related legal actions must be brought in a court of appropriate jurisdiction within Maine (or Ontario, for Canadian sales; or New South Wales, for Australian sales), and such court will have exclusive jurisdiction (except that IDEXX may bring an action for an injunction or similar equitable relief in any proper jurisdiction). You hereby waive any claim of lack of jurisdiction or inconvenient forum. IDEXX AND YOU WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION BY OR AGAINST EITHER PARTY RELATED TO THE OFFERINGS OR THE MASTER TERMS. THE PREVAILING PARTY IN ANY LEGAL ACTION SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS. To the extent allowed by law, you and IDEXX agree that any proceedings to resolve or litigate any dispute, whether in arbitration, in court, or otherwise, will be conducted solely on an individual basis, and that neither you nor IDEXX will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or IDEXX acts or proposes to act in a representative capacity. You and IDEXX further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of you, IDEXX, and all parties to any such proceeding. The provisions of this section are to be enforced to the maximum extent legally available.

13. Other Terms.

13.1 Notices. Official notices between us must be delivered in

writing by commercial delivery service, which provides delivery tracking and proof of delivery, to you at the address set forth on your order or enrollment form, and to IDEXX at One IDEXX Drive, Westbrook, Maine 04092 USA, Attn: General Counsel. Such notices will be effective upon delivery as reasonably verified by the delivery service.

13.2 Force Majeure. Neither party will be liable to the other for any failure or delay in performance of an obligation, other than obligations to make payments, arising out of any event or circumstance beyond the reasonable control of that party, including without limitation acts of God or nature, earthquakes, fires, floods, power outages, telecommunication interruptions, strikes, and governmental actions.

13.3 Assignment. You may not assign or transfer any rights under these master terms, including your licenses to software, including in relation to the sale of your practice or business, to any third party without IDEXX's prior written consent. Any unauthorized attempt to do so will be null and void.

13.4 Export Obligations. You may not export, directly or indirectly, any offering in violation of any U.S. export laws or regulations.

13.5 Hardware and Materials. In order to control pricing related to some offerings or sales programs, some offerings may include quality remanufactured or refurbished instruments. If you participate in such a program, your instruments may be new or refurbished. Our standard warranties apply to any such instruments. Some offerings may also require you to trade in existing equipment in order to participate.

13.6 English Language. (Québec only.) The parties confirm that it is their wish that these master terms and any other documents delivered or given pursuant to the master terms, including without limitation, additional terms and 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.

13.7 Waiver. Our failure to enforce any provision of these master terms shall not constitute a waiver of such right. If any term of these master terms is found to be unenforceable, that term is to be modified to make that term legal and enforceable, and the balance of these master terms will continue in full force and effect, such change to be made in a manner to maximize the enforcement of the remaining terms.

13.8 Severability. If any provision of these master terms or any schedule is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected.

13.9 Government Contract Provisions. Offerings that include software and documentation acquired by or on behalf of the U.S. Government or other national government, is to be deemed "Commercial Computer Software" or "Commercial Computer Software Documentation," and absent a written agreement to the contrary, the government's rights with respect to such Software or Documentation are limited by these master terms, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a).

13.10 Antivirus Service Providers. Our antivirus services may

include third party software and services, including services from Trend Micro. If your order includes IDEXX antivirus offerings from Trend Micro, Trend Micro is a third-party beneficiary of the provisions of these master terms, and you must agree to the additional terms set out in **schedule E**.

13.11 Entire Agreement. These master terms, along with any additional terms on applicable schedules or described in your order or enrollment form, represent the final agreement between the parties regarding the subject matter, and supersede all prior or contemporaneous agreements, whether written or oral. Any terms added by you in any order form or other document or correspondence that is inconsistent with or contrary to the terms set forth in an original IDEXX form will not become a part of the contract between the parties.

13.12 Terms Required by Kentucky Law.

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any 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 employee or former employee, or for any employee or former 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) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

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

We shall reveal any final determination of a violation by us or our subcontractor within the previous five (5) year period

pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to us or our subcontractor. We shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to us or our subcontractor for the duration of this Agreement.

Alvey, Diana

From: Stanfield, Geoffrey S.
Sent: Friday, August 9, 2019 10:48 AM
To: Alvey, Diana
Subject: RE: Idexx Distribution Inc.

Looks OK. Thanks for attaching the insurance. Enjoy the weekend!

From: Alvey, Diana
Sent: Tuesday, August 06, 2019 4:19 PM
To: RiskReview
Subject: Idexx Distribution Inc.

Please review for insurance. We have another contract with Idexx for a blood work analysis device so I've attached the Insurance Requirements for that agreement here for reference.

Thank you,

*Diana Alvey
Buyer II
OMB, Purchasing
502-574-3751 ph.*



SCHEDULE E

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **WORKERS' COMPENSATION (if applicable):** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
3. **AUTOMOBILE LIABILITY:** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
4. **PROFESSIONAL LIABILITY (Errors and Omissions Liability):** insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the

Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).
2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
OMB Purchasing – Contracts Division
611 West Jefferson Street
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished via mail or e-mail to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
riskreview@louisvilleky.gov

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes

that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURED
IDEXX Laboratories, Inc.
One IDEXX Drive
Westbrook ME 04092-2041 USA

INSURER A: Noetic Specialty Insurance Co 17400
INSURER B: Travelers Property Cas Co of America 25674
INSURER C: The Charter Oak Fire Insurance Company 25615
INSURER D: The Phoenix Insurance Company 25623
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 570077597661 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6600L073918	06/30/2019	06/30/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-4296L226-TIL-19	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2OUB4300L42819 AOS TRJUB4300L41619 (MA,WI)	06/30/2019 06/30/2019	06/30/2020 06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE-POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract with respects to the general liability policy.

CERTIFICATE HOLDER

Louisville Jefferson County Metro Government
3705 Manslick Road
Louisville KY 40215 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc.

Holder Identifier : 570077597661 Certificate No. : 570077597661



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED IDEXX Laboratories, Inc.	
POLICY NUMBER See Certificate Number: 570077597661			
CARRIER See Certificate Number: 570077597661	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	E&O-PL-Primary			PE19ME380001 Claims Made	06/30/2019	06/30/2020	Per Occurrence	\$1,000,000
							Aggregate	\$2,000,000

The Phoenix Insurance Company

A.M. Best #: 002518 NAIC #: 25623 FEIN #: 060303275

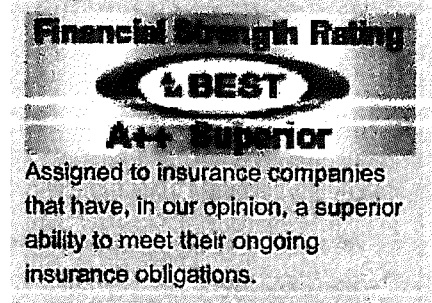
Domiciliary Address

One Tower Square
Hartford, CT 06183
United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 844-816-9447



View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A++ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: October 31, 2018
Initial Rating Date: December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+
Outlook: Stable
Action: Affirmed
Effective Date: October 31, 2018
Initial Rating Date: April 18, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst**Rating Office:** A.M. Best Rating Services, Inc.**Senior Financial Analyst:** Gregory Dickerson**Director:** Jennifer Marshall, CPCU, ARM*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.***Disclosure Information****Disclosure Information Form**

View A.M. Best's Rating Disclosure Form

Press ReleaseA.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
October 31, 2018**Rating History**

A.M. Best has provided ratings & analysis on this company since 1907.


Financial Strength Rating**Effective Date****Rating**

10/31/2018	A++
10/5/2017	A++
7/22/2016	A++
5/28/2015	A++
5/23/2014	A++

Long-Term Issuer Credit Rating**Effective Date****Rating**

10/31/2018	aa+
10/5/2017	aa+
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+

Best's Credit Reports

 **Best's Credit Report** - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 4/30/2019 (represents the latest significant change).

 **Historical Reports** are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Oct 31, 2018	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 23, 2014	A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries
May 30, 2013	A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries
May 10, 2012	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 26, 2011	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jun 08, 2010	A.M. Best Upgrades Issuer Credit Ratings of Travelers Group
Jun 03, 2008	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries

1 2 Page size: 10 20 items in 2 pages

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Enter a Company Name

Go

Advanced Search

How to Get a
Best's Credit Rating



Best's Credit Ratings
Mobile App



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A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

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[Regulatory Affairs - Form NRSRO - Code of Conduct - Rating Methodology - Historical Performance Data](#)


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PPC Kentucky Department of Insurance

Public Protection Cabinet

Insurer Details

[View Affiliations](#)

NAME	The Phoenix Insurance Company
DOI ID	301502
FEIN #	060303275
ALIEN #	
State of Domicile	CT
Domicile Country	
Merged Into	
NAIC #	25623
NAIC Group #	3548
Entity Type	Insurer
Admitted	11/1/1873
AM Best Rating	<p>How Does Your Insurer Rate?</p> <p>Enter Company </p> <p>+ More Options</p>
President	Nicholas Seminara
Process Agent	<p>Corporation Service Company</p> <p>Date Assigned : 3/1/2005</p> <p>(See address table below for process agent address)</p>
<p>Authorized Insurer – these insurers are authorized to do the business of insurance by holding a Kentucky Certificate of Authority. Provides insurance coverage.</p>	

Line(s) of Authority

Health	Property	Surety	Casualty	Marine & Transportation
			Vehicle Insurance	
			Liability Insurance	
			Workers' Compensation & Employer's Liability	
			Burglary & Theft	
			Personal Property Floater	
			Glass	
			Boiler & Machinery	
			Leakage & Fire Extinguishing Equipment	
			Credit	
			Malpractice	
			Elevator	
			Congenital Defects	
			Livestock	
			Entertainments	
			Failure of Certain Institutions to Record Documents	
			Automobile Guaranty	
			Miscellaneous	

Type	Address
Agent Licensing Address	One Tower Square Hartford, CT 06183
Annual Statement	One Tower Square PB06A Hartford, CT 06183
Catastrophe/Disaster Coordinator Address	99 Lamberton Road Windsor, CT 06095
Claim Information Contact Address	One Tower Square Hartford, CT 06183
Company Licenses/Fee Contact Address	One Tower Square MS08A Hartford, CT 06183
Consumer Complaint	One Tower Square Hartford, CT 06183
Deposits Contact Address	385 Washington Street St Paul, MN 55102
Mailing	One Tower Square Hartford, CT 06183
P & C Form and Rate Filing	One Tower Square CR07A Hartford, CT 06183
Policyholder Information Contact Address	One Tower Square Hartford, CT 06183
Premium Tax Address	One Tower Square PB06B Hartford, CT 06183
Regulatory Compliance/Gvmt Relations Contact Address	One Tower Square MS08A Hartford, CT 06183
Statutory Home Office	One Tower Square Hartford, CT 06183
Process Agent	421 West Main Street Frankfort, KY 40601

Type	Number
Annual Statement - Annual Statement	18601 277.3966

Annual Statement - Annual Statement	(800) 277-5500
Business / Home Office	(860) 277-0111
Catastrophe/Disaster Coordination Contact - Business / Home Office	(860) 756-9520
Claim Information Contact - Business / Home Office	(800) 252-4633
Company Licenses/Fees Contact - Business / Home Office	(860) 954-5660
Consumer Complaint - Business / Home Office	(860) 277-1561
Deposits Contact - Business / Home Office	(651) 310-6871
P & C Form and Rate Filing - Business / Home Office	(860) 277-1989
Policyholder Information Contact - Business / Home Office	(860) 277-6958
Premium Tax Contact - Premium Tax	(860) 277-7704
Licensing - Agent Licensing Phone	(860) 277-6368
Regulatory Compliance/Gvmt Relations Contact - Business / Home Office	(860) 954-6144
Consumer Complaint - Fax	(860) 277-5347
Process Agent - Business / Home Office	(888) 690-2882
Process Agent - Fax	(302) 636-5454

Type	Internet Information
Annual Statement - Email	annual.statement.contact@travelers.com
Catastrophe/Disaster Coordination Contact - Email	CEDAY@travelers.com
Claim Information Contact - Email	custrel@travelers.com
Company Licenses/Fees Contact - Email	kdavis@travelers.com
Consumer Complaint - Email	COMPLAINTS@TRAVELERS.COM
Deposits Contact - Email	JBILLMEY@travelers.com
P & C Form and Rate Filing - Email	bjhoffma@travelers.com
Policyholder Information Contact - Email	PKeegan@travelers.com
Premium Tax Contact - Email	Tax-Premium@travelers.com
Licensing - Email	SBAILEY@travelers.com
Regulatory Compliance/Gvmt Relations Contact - Email	rksage@travelers.com
Process Agent - Email	sop@cscglobal.com

Vendor Information

CLOSE WINDOW

[Print](#)

Business & Contact Information

BUSINESS NAME	IDEXX Distribution, Inc.
CONTACT PERSON	Jamie Brunelle
ADDRESS	One Idexx Drive Westbrook, ME 04092 Map This Address
PHONE	800-321-0207
FAX	207-556-4630
EMAIL	<u>water@idexx.com</u>
WEBSITE	<u>http://www.idexx.com</u>
SYSTEM VENDOR NUMBER	20058133
NEXT RENEWAL	7/16/2020

Commodity Code	Description
NAICS 32	Manufacturing
NAICS 33	Manufacturing

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
IDEXX DISTRIBUTION, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
ONE IDEXX DRIVE

6 City, state, and ZIP code
WESTBROOK, ME, 04092

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	5	-	2	1	8	6	6	2	5
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **1/5/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

Department	Animal Services	Department Contact	Skip Kalkhof
Contact Email	skip.kalkhof@louisvilleky.gov	Contact Phone	502-574-5385

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)				

VENDOR INFORMATION

Vendor Legal Name	Idexx Distribution, Inc.			
DBA				
Point of Contact	Matthew Hall	Email	matthew-hall@idexx.com	
Street	One Idexx Drive			
Suite/Floor/Apt		Phone	859-576-8166	
City	Westbrook	State	Maine	Zip Code 04092
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	\$66,058	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	<input checked="" type="checkbox"/>				
Federal Grant		Federal Granting Agency			
Other	<input checked="" type="checkbox"/>	Describe:		PetCo Foundation Grant	
Account Code String #	<input type="checkbox"/> 2901	<input type="checkbox"/> 430	<input type="checkbox"/> 4821	<input type="checkbox"/> 482132	<input type="checkbox"/> 544901
Payment Rate	per hour		per day		per service
	per month		Other		
Payment Frequency	Monthly	<input checked="" type="checkbox"/>	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.

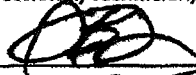
Metro Animal Services will be purchasing in a lump sum a digital X-Ray machine (DR-40) and 4 way float top generator table from Idexx Digital. Idexx Digital provides on-site training, 24-hour support and installation of the new machine.


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.

The reason Animal Services is requesting a sole source is due to the construction of the new animal shelter. During the design process the digital X-Ray machine and generator was to be purchased and donated by the Friends of Metro Animal Services. A machine was selected and it had to be ensured that the electrical requirements of the new facility met the needs of the machine. Animal Services was very lucky to receive grant funding after the machine was selected to cover almost 75% of the machine cost and FOMAS is continuing to donate the funds for the other 25%. The X-ray room in the new facility has been constructed and electrical needs have been installed to match the Idexx DR-40 machine and 4-way float top table generator. To choose another machine now would require a change order to be processed for an additional cost to the city to change the electrical requirements in the facility and a slow down of completion of the new shelter.

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:  Date 6/12/19
 Signature: O. B. Gibson
 Printed Name

Purchasing Director:  Date 6/12/19
 Signature: Joel Neaveil
 Printed Name

Alvey, Diana

From: Kalkhof, Skip
Sent: Friday, June 14, 2019 3:24 PM
To: Alvey, Diana
Subject: RE: idexx Digital
Attachments: Hall.pdf

Diana,
\$50,000 is to be paid by the Petco Grant and Friends of Metro Animal Services donated the additional funds.



Skip Kalkhof
502-574-5385
Administrative Coordinator
Metro Animal Services



From: Alvey, Diana <Diana.Alvey@louisvilleky.gov>
Sent: Friday, June 14, 2019 3:21 PM
To: Kalkhof, Skip <Skip.Kalkhof@louisvilleky.gov>
Subject: idexx Digital

Hi Skip, Do you happen to have the quote for the X-ray machine?

Thanks,

Diana Alvey
OMB, Purchasing
502-574-3751 ph.



Please consider the environment before printing this e-mail

