

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF ANALYTICAL TESTING SUPPLIES AND CHEMICALS
SOLE SOURCE
FIRST RENEWAL**

This Amendment is hereby entered into by and between IDEXX Laboratores, Inc., One IDEXX Drive, Westbrook Maine 04092 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 4, 2013, under D. O. No. 9916, (the "Agreement"), for **The Annual Supply of Analytical Testing Supplies, Sole Source**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 4, 2013 through September 3, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning September 4, 2014 through September 3, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 4, 2014 through September 3, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

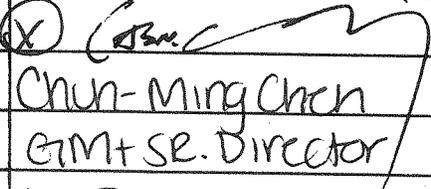
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

<p style="text-align:center">Dated this <u>15th</u> day of <u>August</u> 2014</p> <p style="text-align:center"> Public Works & Utilities Director</p>

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	IDEXX Distribution, Inc.
By: (Please Sign)	<input checked="" type="checkbox"/> 
By: (Please Print)	Chun-Ming Chen
Title: (Please Print)	GM+ SR. Director
Company Address: (Please Print)	One IDEXX DR. Westbrook, ME 04092
Company Phone & Fax: (Please Print))	800-321-0207 / (F) (207) 556-4630
E-Mail Address: (Please Print)	walter@idcxx.com
Date: (Please Print)	8/6/14
Contact Person For: "Orders or Service" (Please Print)	Customer Service
Phone Number: (Please Print)	800-321-0207

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**ANNUAL SUPPLY
OF
ANALYTICAL TESTING SUPPLIES AND CHEMICALS
SOLE SOURCE**

**IDEXX Laboratories, Inc.
One IDEXX Drive
Westbrook, Maine 04092
800.321.0207 x64637**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, Maine 04092** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Supply of Analytical Testing Supplies and Chemicals Sole Source

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to Attachment A.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$13,000.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. The work included in this Contract shall begin as soon as possible from date of executed contract. The term of the Contract shall be a **one (1) year** term with the option to renew for **three (3) additional one (1) year terms**.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Attachment A - Pricing
 3. Attachment B - Sole Source Purchase Request

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Niki Exposito
Public Works & Utilities Director

Approved by:

Directorial Order No. 9916

Dated 3-4-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

IDEXX Distribution, Inc.
Name of Corporation

One IDEXX Dr. Westbrook, ME 04092
Address

By: *[Signature]*
Duly Authorized Official

General Manager + Sr. Director
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



ISO 9001:2008 CERTIFIED

July 10, 2013

Shelley Hinze
Lincoln Waste Water
Lincoln, NE 68521

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the *sole supplier* of the following products to the Water Market:

Product	Sole Manufacturer	Sole Supplier in US Water Testing Market
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Miquela Lewis at 1-800-321-0207 ext. 66179

Sincerely,

Miquela Lewis

Miquela Lewis
IDEXX Water Division

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.



20108786 SAP 44435

Number / Date
20108786 / July/10/2013

Ship to Address
LINCOLN WATER SYSTEM
401 Highway 6
ASHLAND NE 68003
UNITED STATES
UNITED STATES

Sold to Address
LINCOLN WATER SYSTEM
PO Box 144
ASHLAND NE 68003
UNITED STATES
UNITED STATES

Bill-to Customer 44435

Net weight : 10.601

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-09221-00 2832301000/US	WV120SBST-200, VESSELS W/S		1	80.00	80.00
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILE		1	616.00	616.00
98-11682-00 3822005090/US	WP104 COLI P/A COMPARATOR		1	10.00	10.00
98-20748-01 3822001090/US	UN3373-WKIT 1001, QUANTI-		1	147.00	147.00
98-05761-01 3822001090/US	WHPC-100 HPC, SIMPLATE MUL		1	225.00	225.00
98-05760-01 3822001090/US	WHPC-25 HPC, SIMPLATE UNI		1	85.00	85.00
98-09444-01 3822001090/US	WSW-10 STERILE WATER (10		1	37.00	37.00
98-29000-00 3822005090/US	UN3373-WQC COLIFORM / E.		1	145.00	145.00
				Items total	1,345.00
				Freight Value	72.29
				Total amount	USD 1,417.29
=====					

All local taxes at customer charge



20108785 SAP 196766

Number / Date
20108785 / July/10/2013

Ship to Address
LINCOLN WASTE WATER SYSTEM
2400 THERESA ST.
LINCOLN NE 68521
UNITED STATES
UNITED STATES

Sold to Address
LINCOLN WASTE WATER SYSTEM
2400 THERESA ST.
LINCOLN NE 68521
UNITED STATES
UNITED STATES

Bill-to Customer 196766

Net weight : 10.276

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILE		1	685.00	685.00
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DI		1	165.00	165.00
98-09221-00 2832301000/US	WV120SBST-200, VESSELS W/S		1	110.00	110.00
Items total					960.00
Freight Value					45.46
Total amount					USD 1,005.46
=====					

All local taxes at customer charge