

COB - BOSAIR FORM

07/22/2026 3:30 PM (MST)



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2500000648

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	08/11/2026
Supplier / Customer / Grantor / Subrecipient:	IDEXX Distribution Inc.
Project Title / Description:	Laboratory Testing Services
Purpose:	Award: Supplier Contract No. SC2500000648. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$350,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Pima Animal Care.
Procurement Method:	Other
Insert additional Procurement Method info, if applicable:	Pursuant to Pima County Procurement Code 11.12.050, Sole Source Procurement, award of Requisition RQ2600010009 is recommended to IDEXX Distribution Inc., with which County has negotiated an acceptable Agreement. RQID: 2600010009 Attachment: Sole Source Procurement Agreement.
Program Goals/Predicted Outcomes:	Testing will help diagnose and prevent the spread of infectious diseases throughout the kennels and into the community.
Public Benefit and Impact:	To ensure the health and safety of animals sheltered at PACC and animals for adoption.
Strategic Plan Pillar	Public Service
Support of Prosperity Initiative:	N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	N/A
Metrics Available to Measure Performance:	On time pickup, results posted per contract requirements, reliable electronic tracking/monitoring of specimens and results.

Retroactive:

NO

Contract / Award Information

Record Number: SC PO SC2500000648

Document Type:	SC
Department Code:	PO
Contract Number:	SC2500000648
Commencement Date:	08/11/2026
Termination Date:	08/10/2027
Supplier / Subrecipient Headquarters Location	Westbrook, ME

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$350,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s)
Required: General Fund

Funding from General Fund? YES

If Yes Provide Total General Funds:

\$350,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds? NO

Contract is fully or partially funded with Non-Federal Grant Funds? NO

Were insurance or indemnity clauses modified? NO

Vendor is using a Social Security Number? NO

Department: Procurement

Name: Brandon Morgan

Telephone: 5207249510

Add Procurement Department Signatures	Yes
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Add GMI Department Signatures	No
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Division Manager/Procurement Officer Signature: *Ana Wilber* Date: 7/29/2026 | 4:06 PM MST

Procurement Director Signature: *Bruce Collins* Date: 7/29/2026 | 4:22 PM MST

Department Director Signature: *Steve Kozachuk* Date: 7/29/2026 | 4:24 PM MST

Deputy County Administrator Signature: *Chad Kosmer* Date: 7/31/2026 | 10:57 AM MST

County Administrator Signature: *Gar* Date: 7/31/2026 | 11:02 AM MST

Pima County Procurement Department

Administering Department: Pima Animal Care

Project: Laboratory Testing Services

Contractor: IDEXX Distribution Inc.

One Idexx Dr

Westbrook, ME 04092

Amount: \$350,000.00

Contract No: SC2500000648

Funding: General Fund

SOLE SOURCE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and IDEXX Distribution Inc. ("Contractor")

1.2. Purpose.

The Pima County Animal Care Center requires Laboratory Testing Services to provide quality medical testing for animals in Pima County.

1.3. Authority.

County selected Contractor pursuant to Pima County Procurement Code 11.12.050.

2. Term.

2.1. Initial Term.

The term of this Contract commences on August 11, 2026 and will terminate on August 10, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

County may renew this Contract for up to four (4) additional periods of up to one-year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services.

Contractor will provide County with the services described in **Exhibit A** (4 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Contractor must comply with all requirements and specifications of the Contract.

4. Reserved.

5. Compensation and Payment.

5.1. Rates; Adjustment.

County will pay Contractor at the rates set forth in **Exhibit A** (4 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to

of the then current calendar year must notify County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$350,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes.

The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices.

Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit A**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal.

AP_Invoices@pima.gov
Subject Line: PO# for SC25000000648

5.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance.

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability.

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Professional Liability (E&O Insurance).

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.2. Additional Insurance Requirements.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage.

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement.

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess

and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation.

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. Verification of Coverage.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.5. Approval and Modifications.

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively,

"Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

8.1. Compliance with Laws.

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

8.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract.

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause.

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County
Procurement Director
Pima County Procurement Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.8161

Contractor
Christopher Paielli
IDEXX Senior Regional Sales Manager
One IDEXX Drive
Westbrook, ME 04092
916.542.3737

19. Reserved.

20. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability.

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. Use of County Data.

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.**24.1. Disclosure.**

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

25. Legal Arizona Workers Act Compliance.**25.1. Compliance with Immigration Laws.**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

25.2. Books & Records.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

25.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. Reserved.

27. Written Orders.

County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. Counterparts.

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

32. Amendment. The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.

33. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

IDEXX Distribution Inc.

DocuSigned by:

Richard Barrett

Authorized Officer Signature

Jun-29-2026

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

IDEXX Laboratories EXHIBIT A: PRICING

(4 Pages)

Item No	Description	Part #	UOM	Item No	Part #	Quantity	Price	Total Cost
1	Thyroid Panel #7	182	Each	1	182	1	\$ 72.26	\$ 72.26
2	Fructosamine	245	Each	2	245	29	\$ 33.00	\$ 957.00
3	Bile Acids Panel	257	Each	3	257	3	\$ 49.56	\$ 148.68
4	Dexamethasone Suppression	275	Each	4	275	2	\$ 77.00	\$ 154.00
5	CBC Select	300	Each	5	300	10	\$ 37.32	\$ 373.20
6	PT and PTT	324	Each	6	324	3	\$ 43.95	\$ 131.85
7	Aerobic Culture	400	Each	7	400	34	\$ 60.00	\$ 2,040.00
8	Aerobic and Anaerobic Culture	401	Each	8	401	3	\$ 103.13	\$ 309.39
9	Brucella Canis IFA	702	Each	9	702	1	\$ 41.93	\$ 41.93
10	Coccidioide s sp Titer	706	Each	10	706	712	\$ 42.00	\$ 29,904.00
11	FelV IFA	717	Each	11	717	21	\$ 54.08	\$ 1,135.68
12	Cryptococcus Antigen	718	Each	12	718	4	\$ 67.06	\$ 268.24
13	Heartworm Antigen	723	Each	13	723	14	\$ 10.67	\$ 149.38
14	Resting Cortisol Test	800	Each	14	800	5	\$ 43.22	\$ 216.10
15	T4	804	Each	15	804	280	\$ 26.00	\$ 7,280.00
16	Parathyroid Hormone Assay	813	Each	16	813	1	\$ 226.59	\$ 226.59
17	Acetylcholine Recp AB Titer	848	Each	17	848	1	\$ 318.49	\$ 318.49
18	Free T4	849	Each	18	849	12	\$ 51.40	\$ 616.80

19	Urine Protein/Creatinine Ratio	994	Each	19	994	22	\$ 40.06	\$ 881.32
20	Urine Cortisol/Creatinine	946	Each	20	946	2	\$ 41.18	\$ 82.36
21	Phenobarbital	1000	Each	21	1000	1	\$ 42.34	\$ 42.34
22	FIV Antibody by ELISA	1039	Each	22	1039	3	\$ 36.74	\$ 110.22
23	Rabies Serology	1150	Each	23	1150	1	\$ 236.25	\$ 236.25
24	2M Antibody	1352	Each	24	1352	1	\$ 304.05	\$ 304.05
25	Urinalysis and C + S (MIC)	1394	Each	25	1394	3	\$ 89.73	\$ 269.19
26	Coag Panel 5	1453	Each	26	1453	1	\$ 55.86	\$ 55.86
27	ACTH/DEX Suppression Combination	1646	Each	27	1646	1	\$ 101.90	\$ 101.90
28	SPEC CPL	1849	Each	28	1849	7	\$ 58.01	\$ 406.07
29	Young Wellness	1916	Each	29	1916	1	\$ 49.13	\$ 49.13
30	TL 1 Canine	2011	Each	30	2011	2	\$ 63.34	\$ 126.68
31	Phenobarbital Monitoring	2119	Each	31	2119	1	\$ 106.96	\$ 106.96
32	Lutenizing Hormone	2160	Each	32	2160	1	\$ 51.22	\$ 51.22
33	GI Panel 2 w/Spec FP1 FE	2283	Each	33	2283	1	\$ 325.95	\$ 325.95
34	Total Health w/Spec CPL	2338	Each	34	2338	2	\$ 85.46	\$ 170.92

35	GI Panel w/Spec CPL Canine	2365	Each	35	2365	3	\$ 109.66	\$ 328.98
36	SPEC FPL	2493	Each	36	2493	2	\$ 53.17	\$ 106.34
37	Feline URD PCR panel	2512	Each	37	2512	87	\$ 80.00	\$ 6,960.00
38	Canine Respiratory PCR	2524	Each	38	2524	173	\$ 82.00	\$ 14,186.00
39	Bile Acids Panel	257	Each	39	257	4	\$ 49.56	\$ 198.24
40	Feline Diarrhea Panel Comp	2627	Each	40	2627	3	\$ 77.80	\$ 233.40
41	Ehrlichia Canis by Real PCR	2634	Each	41	2634	1	\$ 51.14	\$ 51.14
42	Standard Cytoology w/o Desc	2811	Each	42	2811	1	\$ 79.69	\$ 79.69
43	FIV by Real PCR	2866	Each	43	2866	23	\$ 63.43	\$ 1,458.89
44	Diarrhea PCR Comp FE	3258	Each	44	3258	11	\$ 139.80	\$ 1,537.80
45	Distemper Quant Real PCR	3265	Each	45	3265	1	\$ 67.00	\$ 67.00
46	Ringworm Real PCR Panel	3565	Each	46	3565	91	\$ 35.00	\$ 3,185.00
47	Leptosirosis Panel	3569	Each	47	3569	1	\$ 52.90	\$ 52.90
48	Huge Bloody Diarrhea PCR Panel Canine	3759	Each	48	3759	1	\$ 73.63	\$ 73.63
49	Complete Diarrhea Profile Canine	3808	Each	49	3808	3	\$ 90.00	\$ 270.00

[illegible]

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000648
Contract Start Date	08-11-2026
Contract End Date	08-10-2027
Payment Type	Warrant/Check
Buyer	Brandon Morgan
Phone Number	+1 (520) 7249510
Email	Brandon.Morgan@pima.gov

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Supplier:	Contract Name:
IDEXX DISTRIBUTION INC One Idexx Dr Westbrook, ME 04092	Laboratory Testing Services

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
Phone: +1 (207) 5564630 Email: patrick-aubinger@idexx.com Terms: Net 30 Days:	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	350,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$350,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Sole Source Procurement Agreement.

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	2M Antibody-1352	Each	304.05		
2	Acetylcholine Recap AB Tier-848	Each	318.49		
3	ACTH/DEX Suppression Combination-1646	Each	240.29		
4	Aerobic & Anaerobic Culture-401	Each	123.47		
5	Aerobic Culture-400	Each	91.08		
6	Aerobic Ear Culture-3860	Each	152.49		
7	Bile Acids Panel F/U 6 wks - 2572	Each	45.05		
8	Bile Acids Panel-257	Each	69.28		
9	Brucella Canis IFA-702	Each	45.93		
10	Canine Respiratory PCR-2524	Each	89.05		
11	CBC Select-300	Each	38.90		

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PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

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Payment Type	Warrant/Check
Buyer	Brandon Morgan
Phone Number	+1 (520) 7249510
Email	Brandon.Morgan@pima.gov

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
12	Coag Panel 5-1453	Each	68.53		
13	Coccidioides Profile- 939999	Each	73.19		
14	Coccidioides sp Titer- 706	Each	43.02		
15	Complete Diarrhea Profile Canine- 3808	Each	97.83		
16	Complete Diarrhea Profile FE- 3882	Each	77.92		
17	Cryptococcus Antigen- 718	Each	80.21		
18	Dexamethasone Suppression- 275	Each	78.14		
19	Diarrhea PCR Comp FE- 3258	Each	139.80		
20	Distemper Quant Real PCR- 3265	Each	75.25		
21	Ehrlichia Canis by Real PCR- 2634	Each	51.14		
22	Fecal Culture Toxin Panel 1- 4032	Each	189.28		
23	Feline Diarrhea Panel Comp- 2627	Each	77.80		
24	Feline URD PCR Panel- 2512	Each	84.08		
25	FeLV IFA- 717	Each	64.21		
26	FIV Antibody by ELISA- 1039	Each	40.29		
27	FIV by Real PCR- 2866	Each	65.22		
28	Free Form Line	Each	0.00		
29	Free T (Equil Dialysis)- 8499	Each	69.80		
30	Free T4- 849	Each	72.22		
31	Fructosamine- 245	Each	50.11		
32	Fungal Serology Panel 6- 8356	Each	198.38		
33	GI Panel 2 w/Spec FP1 FE- 2283	Each	325.95		
34	GI Panel w/Spec CPL Canine- 2365	Each	141.27		
35	Heartworm Antigen- 723	Each	13.84		

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**Supplier Contract**

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Buyer	Brandon Morgan
Phone Number	+1 (520) 7249510
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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
36	Huge Bloody Diarrhea PCR Panel Canine- 3759	Each	73.63		
37	Leptosirosis Panel- 3569	Each	52.90		
38	Luteinizing Hormone- 2160	Each	65.89		
39	Parathyroid Hormone Assay- 813	Each	226.59		
40	Phenobarbital Monitoring- 2119	Each	144.69		
41	Phenobarbital- 1000	Each	54.65		
42	PT and PTT- 324	Each	53.91		
43	Rabies Serology- 1150	Each	236.25		
44	Resting Cortisol Test- 800	Each	60.70		
45	Ringworm Real PCR Panel- 3565	Each	40.47		
46	SPEC CPL- 1849	Each	58.01		
47	SPEC FPL- 2493	Each	53.17		
48	Standard Cytrology w/o Desc- 2811	Each	79.69		
49	T4- 804	Each	32.38		
50	Thyroid Panel #7- 182	Each	93.03		
51	TL 1 Canine- 2011	Each	81.63		
52	Total Health w/Spec CPL- 2338	Each	92.11		
53	Urinalysis and C + S (MIC)- 1394	Each	96.96		
54	Urinalysis w/Culture IF- 3901	Each	67.05		
55	Urine Cult and Susceptibility- 4035	Each	57.77		
56	Urine Culture Low Colony DT- 4033	Each	97.45		
57	Urine Protein/Creatinine Ratio- 994	Each	65.28		
58	Young Wellness- 1916	Each	57.93		

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