



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

25ITBC1503615A-JWT

COLILERT REAGENT 24 AND COLILERT 18 REAGENT

SUPPLIES

**For
Public Works**

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 1st of January, 2026, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the “County”), and the Contractor (“Contractor”) set forth below.

Contractor:	IDEXX Distribution, Inc.
ITBC Contract No. & Title:	25ITBC1503615A-JWT & Colilert Reagent 24 and Colilert 18 Reagent Supplies
Address:	One IDEXX Drive Westbrook, ME 04092
Telephone:	207-556-3091
Email:	wlpdsalessupportna@idexx.com
Contact Name & Title:	Chun-Ming Chen, Vice President

This agreement was approved by the Fulton County Board of Commissioner on December 17, 2025, Item #25-0976.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

- Exhibit 1: Solicitation Document (by reference made a part of this agreement)
- Exhibit 2: Contractor Bid Form Response (attached)
- Exhibit 3: Contract Compliance Document
- Exhibit 4: Certificate of Insurance

1. Contract Term

- 1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the the 1st day of January, 2026 and end on the 31st day of December, 2026. The “Commencement Term” of this Agreement shall begin on [insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2), one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, each Renewal Term below shall begin on the 1st day of January for the calendar year of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

Option Period	Option Duration	Start Date	End Date
1	12 Months	January 1, 2027	December 31, 2027
2	12 Months	January 1, 2028	December 31, 2028

- 1.1.1 Term Subject to Events of Termination: All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.
- 1.1.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.1.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$245,000.00 (Two Hundred Forty Five Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

4. Insurance

The Contractor agrees to maintain insurance during the entire term of this Agreement, including contract renewal options. A current COI must be provided before the commencement of work on this project. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

IDEXX Distribution, Inc.

Chun-Ming Chen

Chun-Ming Chen
Vice President

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

David Lowman

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark

David Clark, Director
Public Works

ITEM#: _____ RM: _____	ITEM#: 25-0976 2 ND RM: 12/17/2025
REGULAR MEETING	SECOND REGULAR MEETING

EXHIBIT 1
SOLICITATION DOCUMENT
(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$245,000.00 (Two Hundred Forty Five Thousand Dollars and Zero Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.



BID PRICING

Number / Date
 20290464 / 10/15/2025

Ship to Address
 FULTON COUNTY PUBLIC WORKS
 BIG CREEK LAB
 1030 MARIETTA HWY
 ROSWELL GA 30075-4732
 UNITED STATES
 UNITED STATES

Sold to Address
 FULTON COUNTY PUBLIC WORKS
 BIG CREEK LAB
 1030 MARIETTA HWY
 ROSWELL GA 30075-4732
 UNITED STATES
 UNITED STATES

Bill-to Customer 21595

Net weight : 1,124.852

Pricing valid 1/1/26-12/31/26

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-08877-00 3822190080/US	WP200I-18 GAMMA IRAD COLILERT-18 200PACK		88	1,176.74	103,553.12
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		61	382.88	23,355.68
98-09221-00 3926909910/CN	WV120SBST-200,VESSLS W/ST AND SB, 200PK		97	164.05	15,912.85
98-05760-01 3822190080/US	WHPC-25 HPC, SIMPLATE UNIT DOSE 1.5		110	182.52	20,077.20
98-0018012-00 3822190080/US	TECTA-CCA-48, TECTALERT ECTC 48PK		56	540.00	30,240.00
98-09227-00 3822190080/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR		6	44.82	268.92
98-11682-00 3822190080/US	WP104 COLI P/A COMPARATOR		2	15.55	31.10
04-02028-00 4821104000/US	WLBL VESSEL,ROLL OF LABELS		13	45.24	588.12
98-21904-00 3402505100/US	WAFDB ANTI-FOAM DROPPER BOTTLE		3	38.00	114.00
98-12973-00 3822190080/US	WP200I GAMMA IRRAD COLILERT 100ML 200PK		50	1,976.51	98,825.50

All local taxes at customer charge



Date
10/28/2025

Number
20290464

Items Total	292,966.49
Freight Value	20,000.00
Total Amount	USD 312,966.49
	=====

All local taxes at customer charge

EXHIBIT 3

CONTRACT COMPLIANCE DOCUMENT

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Chun-Ming Chen),
Name
VP General Manager IDEXX Distribution, Inc.
Title Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Chun-Ming Chen

TITLE: VP General Manager

SIGNATURE: 

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name IDEXX Distribution, Inc.

ITB/RFP Name & Number: 25ITBC1503615A-JWT Colilert Reagent 24 & Colilert Reagent 18 supplies

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) N/A

Total Percentage of Certified Subcontractors: (%) N/A

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title:** VP General Manager

Business or Corporate Name: IDEXX Distribution, Inc.

Address: One IDEXX Drive - Westbrook, ME 04092

Telephone: (800) 321-0207

Fax Number: (207) 556-4630

Email Address: wlpdsalesupportna@idexx.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT 4
CERTIFICATE OF INSURANCE

EXHIBIT I: INSURANCE
PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: IDEXX Distribution, Inc.

SIGNATURE:



NAME: Chun-Ming Chen

TITLE: VP General Manager

DATE: 10/22/2025



Certificate Of Completion

Envelope Id: 614B91AB-7428-400D-9C93-4705E190C2F5

Status: Completed

Subject: Complete with Docusign: CONTRACT.pdf

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 16

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Janelle Walker

AutoNav: Enabled

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30303

janelle.walker@fultoncountyga.gov

IP Address: 2601:c4:4500:7e

Record Tracking

Status: Original

Holder: Janelle Walker

Location: DocuSign

12/18/2025 12:16:22 PM

janelle.walker@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

Signature

Timestamp

Chun-Ming Chen

wlpdsalesupportna@idexx.com

Sales Support Associate

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.85.73.72

Sent: 12/18/2025 12:28:28 PM

Resent: 12/22/2025 10:20:55 AM

Viewed: 12/23/2025 8:25:08 AM

Signed: 12/23/2025 10:17:23 AM

Electronic Record and Signature Disclosure:

Accepted: 12/19/2025 8:12:39 AM

ID: 30907141-b5cf-4207-96ef-6c5e528039ee

David Clark

david.clark@fultoncountyga.gov

Director

Public Works

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 74.174.59.10

Sent: 12/23/2025 10:17:25 AM

Viewed: 12/23/2025 10:19:28 AM

Signed: 12/23/2025 10:19:38 AM

Electronic Record and Signature Disclosure:

Accepted: 11/13/2017 1:07:14 PM

ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

David Lowman

david.lowman@fultoncountyga.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address:

2601:c6:c07f:a440:95b5:e42c:ccea:2076

Sent: 12/23/2025 10:19:40 AM

Viewed: 12/23/2025 10:20:46 AM

Signed: 12/23/2025 10:23:28 AM

Electronic Record and Signature Disclosure:

Accepted: 12/23/2025 10:20:46 AM

ID: 005fee75-e827-4f1f-aca7-d689e384ec02

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.