

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	01910
Medela, Inc. 1101 Corporate Dr. McHenry, IL 60050-7006	Amendment No.:	32
	Effective Date:	January 18, 2017

**FIRST AMENDMENT  
 TO  
 CONTRACT NO. 01910  
 BREAST PUMPS & ACCESSORIES NASPO VALUE POINT**

This thirty second Amendment ("Amendment") to Contract No. 01910 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Medela Inc. a Corporation ("Contractor") and is dated as of December 29, 2016.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01910 for Breast Pumps dated effective as of December 15, 2010 ("Contract").
- B. The Parties previously amended the Contract December 4, 2015.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TOPIC.** Extend the existing contract for an additional six month period starting January 18, 2017 through June 30, 2017 in order to allow time to review two protest and to give the NASPO States a transition period to convert to the new contract #09515.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Medela, Inc.

By:   
Name: N. Greg Wistisen  
Title: VP Finance & Operations  
Date: 1/16/17

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:   
Name: Greg Tolbert  
Title: Legal Services Manager  
Date: 1/16/17