

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
BREAST PUMPS (WSCA/WIC)**
Administered by the State of Washington (hereinafter "Lead State")

MASTER PRICE AGREEMENT
MEDELA, INC.
Washington Contract Number: 01910
(hereinafter "Contractor")
And
the State of Louisiana
(hereinafter "Participating State")
Contract Number 408693

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1. Scope: This addendum covers the WSCA Breast Pumps Contract lead by the State of Washington, for members of WSCA or NASPO, for use by Participating Entity's programs, including Women, Infants & Children Programs office.
2. Participation: Use of specific WSCA or NASPO cooperative contracts by other agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. State of Louisiana Modifications or Additions to Master Price Agreement: Refer to Addendum No. 1 and Appendix A (attached)
4. [Purposely left blank.]
5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State Contract Administrator

Name: Melissa Cox, Contracts Specialist
Address: Department of General Administration, Office of State Procurement
210 11th Ave SW Rm 201
Olympia, WA 98504-1101
Voice: (360) 902.7439
Fax: (360) 586.2426
E-mail: mcox@ga.wa.gov

Contractor Medela, Inc

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Name: Bonnie Voigt, Supervisor Government Contracts
Address: Medela Inc.
1101 Corporate Drive
McHenry, IL 60050-7005
Voice: (815) 578-2459
Fax: (815) 759-2459
E-mail: bonnie.voigt@medela.com

Participating State

Name: State of Louisiana, Division of Administration
Denise Lea, Assistant Commissioner
Office of State Purchasing
Address: 1201 North 3rd Street, Suite 2-160
Baton Rouge, LA 70804-9095
Telephone: 225/342-8062
Fax: 225/342-8688
E-mail: denise.lea@la.gov

6. [Purposely left blank.]

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract #01910" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if appropriate), itemized list of items being purchased, & rates of the service being used

8. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 408693 and the Lead State price agreement number: 01910.

This Participating Addendum and the Master Price Agreement number 01910 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this

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Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

Purposely left blank.



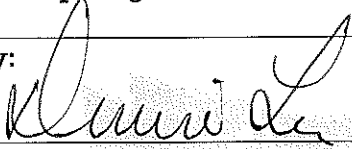
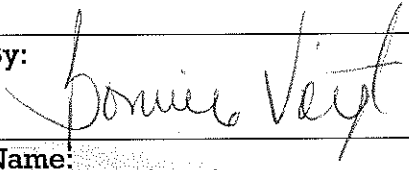
WSCA
Western States Contracting Alliance

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution
by both parties below.

Participating State: State of Louisiana	Contractor: MEDELA, Inc.
By: 	By: 
Name: Denise Lea	Name: Bonnie Voigt
Title: Assistant Commissioner	Title: Supervisor, Government Contracts
Date:	Date: February 16, 2011

[Additional signatures as required by Participating Entity]

Western States Contracting Alliance

Addendum No.1
State of Louisiana Terms and Conditions
January 25, 2011

1. **APPLICABLE LAW:** Purchases made within the jurisdiction of Louisiana shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to same purchases shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
2. **ORDER OF PRECEDENCE:** In the event of conflict among the following documents, the order of precedence shall be as follows:
 - (1) The State of Louisiana Participating Addendum and any attached executed, dated addenda
 - (2) State of Washington Contract Number 01910
 - (3) Washington Invitation for Bid (IFB) #01910, Multi-State Contract for Breast Pumps and Related Accessories Contract
3. **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.
4. **EXCLUSIONS:** This exclusion is not meant to be all inclusive and may be amended as required. During the contract period, any item, or groups of items, may be excluded at the State's discretion upon written notification to the contractor. The following are excluded from purchase under this contract:
 - (1) Information Technology Software, defined as any program or series of programs offered commercially to computer installations, unless incidental to the operation of the equipment being purchased.
 - (2) Consulting Services, defined as work, rendered by an independent contractor who possesses specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services or improvements in programs or services, including, but not limited to, such areas as management, data processing, advertising and public relations and software development and/or software customization,
 - (3) Equipment and supplies which may be in vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)
 - (4) Items with an individual net discounted unit acquisition cost greater than \$25,000.00.
5. **TAXES:** State agencies are exempt from all state and local sales and use taxes. It shall be assumed that prices shown at the vendors' website are inclusive of all other applicable taxes and fees.
6. **INVOICES:** Invoices will be submitted by the contractor to the using facility and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the "Invoice To" address indicated on the purchase order. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.
7. **PROMOTIONAL PRICES:** Additional discounts and/or promotional pricing for one-time or multiple order or for standing orders for deliveries of large orders of single or any assortment of items offered to anyone using facility shall be offered to all using facilities for orders in the same quantity and configuration and shall be offered for a minimum period of thirty (30) days.

Prices entered into State of Louisiana mainframe order processing system on the date Contract Release Orders are issued shall govern. An exception occurs if there is a delay in transmitting the issued CRO to the contractor. In this event, prices current in the State's mainframe order processing system on the date the CRO is transmitted to the contractor shall govern.

8. **INSURANCE REQUIREMENTS:** Compensation Insurance, Public Liability, and Property Damage Insurance, specified below shall be maintained as applicable with the following limits:
Compensation Insurance: The contractor and subcontractors shall take out and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project.
Public Liability and Property Damage Insurance: Comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000. Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any Non-Licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.
9. **COMPLETE AGREEMENT:** This, and by reference the documents in the Order of Precedence, is the complete agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this agreement and there are no other agreements or understandings changing or modifying the terms.
10. **MODIFICATIONS:** No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
11. **CONTRACT TERM:** This contract shall be effective February 1, 2011 thru January 17, 2013. At the option of the State of Louisiana and upon acceptance by the Contractor, this contract may be extended for one (1) additional 12-month period.
12. **TERMINATION FOR CONVENIENCE:** The State may terminate this Participating Addendum at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

IN WITNESS WHEREOF, the parties have executed this Addendum as amended by the attached executed Addendum Number 01, dated January 25, 2011, as of the date of execution by both parties below:

State of Louisiana

Signature: _____

Printed Name: Denise Lea

Title: Assistant Commissioner

Date: _____

Contractor: Medela Inc

Signature: _____

Printed Name: Bonnie Voigt

Title: Supervisor, Government Contracts

Date: February 16, 2011