

**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

DHMH-Maryland WIC Program
(hereinafter "Participating Entity")

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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. Participating Entity Modifications or Additions to Master Price Agreement:

(These modifications or additions apply only to actions and relationships within the state in which the Participating Entity is located.)

THE FOLLOWING REQUIREMENTS ARE MADATORY FOR COMPANIES DOING BUSINESS IN MARYLAND. THESE CLAUSES APPLY ONLY TO THE PORTION OF THE CONTRACT AND WOULD SUPERCEDE CONFLICTING LANGUAGE ELSEWHERE, ONLY FOR MARYLAND.

(FOR ALL OTHER STATES THIS SECTION DOES NOT APPLY)

01. Non-Hiring of Officials and Employees.

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

02. Disputes.

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

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03. Maryland Law Prevails.

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

04. Nondiscrimination in Employment.

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

05. Contingent Fee Prohibition.

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

06. Termination for Convenience.

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

07. Delays and Extensions of Time.

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

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Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

08. Variations in Estimated Quantities.

All quantities shown in the Invitation for Bid are estimates only. The state shall not be obligated to purchase those quantities but shall only be required to purchase those quantities necessary to conduct program operations.

09. Suspension of Work.

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

10. Pre-Existing Regulations.

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, §11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

11. Payment of State Obligations.

Payments to the contractor pursuant to this contract shall be made no later than 30 days after the State's receipt of a proper invoice from the contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited.

12. Financial Disclosure.

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

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13. Documents Retention and Inspection Clause.

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

14. Compliance with Laws.

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

15. Cost and Price Certification.

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

16. Commercial Non-Discrimination.

As a condition of entering into this contract, the contractor represents and warrants that it will:

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- A. Comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. Include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- C. Respond, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

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: Kevyn Davidson, Contracts Specialist

Address: Department of Enterprise Services, Office of State Procurement
1500 Jefferson St SE

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Olympia, WA 98501
Voice: (360) 407.9413
Fax: (360) 586.2426
E-mail: kevyn.davidson@des.wa.gov

Contractor

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

Participating Entity

Name: **Robert Bruce, Agency Budget Specialist Supervisor**
Address: **Maryland WIC Program, 201 W. Preston Street, 1st Fl. Baltimore, MD 21201**
Telephone: **410-767-1449**
Fax: **410-333-5683**
E-mail: Robert.Bruce@Maryland.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: [insert appropriate number] 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 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

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conditions are hereby rejected. The State and Medla, Inc., have agreed to incorporate the attached Maryland Terms and Conditions for Commodity Contracts over \$25,000. In the event of a conflict between the attached Maryland Terms and Conditions for Commodity Contracts over \$25,000 and the terms and conditions of the Master Agreement, Number 01910 with the State of Washington, the Terms of the Maryland Terms and Conditions for Contracts over \$25,000 will take precedence over terms contained in the Master Agreement Number 01910.

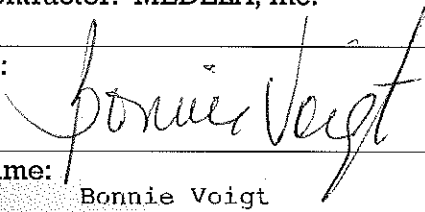
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution
 by both parties below.

Participating Entity:	Contractor: MEDELA, Inc.
By:	By: 
Name:	Name: Bonnie Voigt
Title:	Title: Supervisor, Government Contracts
Date:	Date: February 14, 2013

[Additional signatures as required by Participating Entity]