

**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

STATE OF VERMONT - CONTRACT #19699
(hereinafter "Participating Entity")

Page 1 of 3

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.)
"No Changes Are Required"

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

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 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

STATE OF VERMONT - CONTRACT #19699
(hereinafter "Participating Entity")

Page 2 of 3

Participating Entity

Name: Deb LaRose
Address: 10 Baldwin Street, Montpelier, VT 05633-7501
Telephone: 802-828-4635
Fax: 802-828-2222
E-mail: deb.larose@state.vt.us

6. [Purposely left blank.]

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to State of Vermont contract #19699, 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: #19699, NASPO the Lead State price agreement number: 01910.

This Vermont State Contract #19699, State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurement, 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 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.

**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

STATE OF VERMONT - CONTRACT #19699
 (hereinafter "Participating Entity")

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: <i>Deborah Damore</i>	By: <i>Bonnie Voigt</i>
Name: Deborah Damore 8/18/11	Name: Bonnie Voigt
Title: Purchasing and Contracting Manager	Title: Supervisor, Government Contracts
Date:	Date: August 9, 2011

Western States Contracting Alliance

State of Vermont
Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms
Cooperative Procurements

1. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

2. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

3. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington-Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

4. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

5. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

6. **No Gifts or Gratuities:** Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

7. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

CONTRACT



State of Vermont

Environmental Conservation Dept
 Business Office
 103 S Main St 1 South
 Waterbury VT 05671-0401
 USA

Vendor ID 0000013056
 Medela Inc
 1101 Corporate Dr
 McHenry IL 60050
 USA

Contract ID 00000000000000000000000019699		Page 1 of 6
Contract Dates 05/18/2011 to 01/17/2013		Origin CPS
Description: CPS - BREAST PUMPS & PARTS		Contract Maximum \$99,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 815-363-1166

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PERSONAL - USE ELECTRIC DOUBLE BREAST PUMP	CS	240.00000	0.00	0.00
		WIC PERSONAL DOUBLE PUMP (ONE-PHASE) 3/CS. MEDELA #57023W, THIS MODEL WILL NOT BE AVAILABLE UNTIL 4TH QUARTER OF 2011. IN THE INTERIM MEDELA WILL SHIP THE TWO-PHASE PERSONAL - PUMP ITEM #57018W AT THE SAME PRICE.				
2		PERSONAL - USE ELECTRIC DOUBLE BREAST PUMP	CS	258.00000	0.00	0.00
		WIC PERSONAL DOUBLE PUMP ADVANCED (TWO-PHASE), MEDELA #57018W, 3/CASE				
3		MULTI-USER ELECTRIC DOUBLE BREAST PUMP	EA	299.00000	0.00	0.00
		LACTINA (TM) SELECT, 1/CS..MEDELA #016SC01				
4		RECONDITIONED MULTI-USER ELECTRIC DOUBLE BREAST PUMP	EA	199.00000	0.00	0.00
		RECONDITIONED LACTINA (TM) SELECT (INCLUDES A ONE YEAR WARRANTY), MEDELA #016SCW01				
5		MULTI-USER ELECTRIC DOUBLE BREAST PUMP (TWO PHASE)	EA	902.45000	0.00	0.00
		SYMPHONY (TM) BREAST PUMP (TWO-PHASE), MEDELA #0240108				
6		MANUAL PUMP (TWO-HANDED)	CS	159.00000	0.00	0.00
		WIC MANUAL WITH PISTON CYLINDER, 20/CASE, MEDELA #6107293W				
7		MANUAL PUMP (ONE-HANDED)	CS	300.00000	0.00	0.00
		WIC HARMONY MANUAL ONE-HANDED PUMP, 20/CS., MEDELA #67161W2				
8		PUMP CLEANINGS	EA	0.01000	0.00	0.00
		CONTRACT ALLOWS FOR 100 FREE CLEANINGS ANNUALLY TO EACH PARTICIPATING STATE DUE TO INSECT INFESTATIONS.				
9		KIT FOR LACTINA (TM) MULTI-USER DOUBLE BREAST PUMP	CS	300.00000	0.00	0.00
		LACTINA (TM) DOUBLE PUMPING SYSTEM, 20/CS., MEDELA #6107170W				
10		KIT FOR SYMPHONY (TM) MULTI-USER DOUBLE BREAST PUMP	CS	440.00000	0.00	0.00
		SYMPHONY (TM) DOUBLE PUMPING SYSTEM, 20/CS., MEDELA #67099W				
11		KIT FOR USE WITH SYMPHONY (TM) OR LACTINA (TM)	CS	440.00000	0.00	0.00
		DOUBLE PUMPING SYSTEM COMPATIBLE WITH SYMPHONY (TM) OR LACTINA (TM), 20/CS., MEDELA #67116W				

State of Vermont

Environmental Conservation Dept
Business Office
103 S Main St 1 South
Waterbury VT 05671-0401
USA

CONTRACT



Vendor ID 0000013056
Medela Inc
1101 Corporate Dr
McHenry IL 60050
USA

Contract ID 000000000000000000019699		Page 2 of 6
Contract Dates 05/18/2011 to 01/17/2013		Origin CPS
Description: CPS - BREAST PUMPS & PARTS		Contract Maximum \$99,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 815-363-1166

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
12		LARGE SPECIALTY FLANGES	CS	24.00000	0.00	0.00
		PERSONAL FIT BREAST SHIELD (30 TO 31MM), 12/CS., MEDELA #87079				
13		EXTRA LARGE SPECIALTY	CS	36.24000	0.00	0.00
		PERSONAL FIT BREAST SHIELD (36MM), 12/CS., MEDELA #87094				
14		SOFT/FLEXIBLE SPECIALITY FLANGES	CS	28.56000	0.00	0.00
		SOFTFIT BREAST SHIELD, 12/CS., MEDELA #87078				
15		BATTERY PACK (PERSONAL-USE)	EA	9.00000	0.00	0.00
		BATTERY PACK FOR PERSONAL-USE PUMP, MEDELA #67553				
16		VEHICLE LIGHTER ADAPTER	CS	55.80000	0.00	0.00
		VEHICLE LIGHTER ADAPTER FOR PERSONAL USE PUMP (ONE-PHASE), 6/CS. MEDELA #67153				
17		VEHICLE LIGHTER ADAPTER	CS	55.80000	0.00	0.00
		VEHICLE LIGHTER ADAPTER PERSONAL-USE (TWO-PHASE), 6/CS., MEDELA #67174				
18		VEHICLE LIGHTER ADAPTER	CS	55.80000	0.00	0.00
		VEHICLE LIGHTER ADAPTER FOR MULTI-USER PUMP, 6/CS., MEDELA #67153				
19		MILK COLLECTION STORAGE BAGS	CS	111.12000	0.00	0.00
		12 BOXES PER CASE (50 BAGS/BOX), MEDELA #87034				
20		BRA PAD - WASHABLE	CS	18.54000	0.00	0.00
		6 PACKAGES PER CASE (4 PADS/PACKAGE), MEDELA #89972				
21		NIPPLE SHIELDS - CONTACT	CS	23.40000	0.00	0.00
		INDICATE SIZE AND PRODUCT NUMBER AT TIME OF ORDER.				
		6/CS.				
		24MM - MEDELA #67203				
		20MM - MEDELA #67218				
		16MM - MEDELA #67251				
22		NIPPLE SHIELDS - REGULAR	CS	23.40000	0.00	0.00
		INDICATE SIZE AND PRODUCT NUMBER AT TIME OF ORDER.				
		6/CS.				
		24MM - MEDELA #89902				
		20MM - MEDELA #89907				
		16MM - MEDELA #89905				

87234/02

CONTRACT



State of Vermont
 Environmental Conservation Dept
 Business Office
 103 S Main St 1 South
 Waterbury VT 05671-0401
 USA

Vendor ID 0000013056
Medela Inc
1101 Corporate Dr
McHenry IL 60050
USA

Contract ID 00000000000000000000000019699		Page 3 of 6
Contract Dates 05/18/2011 to 01/17/2013		Origin CPS
Description: CPS - BREAST PUMPS & PARTS		Contract Maximum \$99,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 815-363-1166

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
23		SLEEP BRA	EA	9.03000	0.00	0.00

INDICATE SIZE AND PRODUCT NUMBER AT TIME OF ORDER.

SMALL - MEDELA #67701
 MEDIUM - MEDELA #67702
 LARGE - MEDELA #67703
 XLARGE - MEDELA #67704

24		MICRO STEAM BAGS	CS	29.64000	0.00	0.00
----	--	------------------	----	----------	------	------

12 BOXES PER CASE (5 BAGS PER BOX), MEDELA #87024

25		INFANT SCALE	EA	1,035.00000	0.00	0.00
----	--	--------------	----	-------------	------	------

ACCURATE WITHIN TWO GRAMS, MEDELA #0407020

26		VACUUM GAUGE	EA	28.49000	0.00	0.00
----	--	--------------	----	----------	------	------

MEDELA #1977005

27		STORAGE COLLECTION BOTTLE AND CAP	CS	64.60000	0.00	0.00
----	--	-----------------------------------	----	----------	------	------

150ML, 100/CS., MEDELA #6100050-100

28		INSULATED CARRYING TOTE FOR MILK STORAGE	CS	190.00000	0.00	0.00
----	--	--	----	-----------	------	------

10/CS., MEDELA #37002

29		EASY EXPRESSIONS HALTER	EA	13.00000	0.00	0.00
----	--	-------------------------	----	----------	------	------

HANDS-FREE WEARABLE GARMENT

INDICATE SIZE AND PRODUCT NUMBER AT TIME OF ORDER

XSMALL - MEDELA #67901
 SMALL - MEDELA #67902
 MEDIUM - MEDELA #67903
 LARGE - MEDELA #67904
 XLARGE - MEDELA #67905

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF WASHINGTON ON BEHALF OF WSCA ENTITLED BREAST PUMPS AND RELATED ACCESSORIES DATED 10/06/2010. ALL ADDENDUMS, ATTACHMENTS, CONTRACTOR'S RESPONSE AND WSCA COOPERATIVE BREAST PUMP AND RELATED ACCESSORIES CONTRACT #W3-1999 AND STATE OF WASHINGTON CONTRACT 01910 INCORPORATED AS PART OF THIS CONTRACT.

STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS COOPERATIVE PROCUREMENT ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER AND SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT TERMS IN THIS DOCUMENT OR ANY OF THE ATTACHMENTS OR ADDENDA INCORPORATED INTO THIS DOCUMENT.

SCOPE: TO PROVIDE BREAST PUMPS AND RELATED ACCESSORIES TO STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF 19 MONTHS TO ALIGN WSCA #W3-199/WASHINGTON CONTRACT #01910 WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE YEAR TERMS OR PORTIONS THEREOF.

CONTRACT



State of Vermont
 Environmental Conservation Dept
 Business Office
 103 S Main St 1 South
 Waterbury VT 05671-0401
 USA

Vendor ID 0000013056
Medela Inc
1101 Corporate Dr
McHenry IL 60050
USA

Contract ID 0000000000000000000019699		Page 4 of 6
Contract Dates 05/18/2011 to 01/17/2013		Origin CPS
Description: CPS - BREAST PUMPS & PARTS		Contract Maximum \$99,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 815-363-1166

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
TERMS: NET 30 DAYS						

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

ALL ORDERS DELIVERED WITHIN 30 DAYS OF ORDER PLACEMENT.

PUMP CLEANING: CONTRACTOR IS REQUIRED TO PROVIDE A MINIMUM OF 100 FREE PUMP CLEANINGS (DUE TO INSECT INFESTION) ANNUALLY TO EACH PARTICIPATING STATE. ADDITIONAL CLEANINGS WILL BE CHARGED A FEE OF \$60 PER PUMP.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

PRICING: PRICING SHALL BE IN ACCORDANCE WITH THE WSCA #W-3 1999/WASHINGTON #01910

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

unless repair is needed repair chgs are level 1 #1 #2 #3

CONTRACT

State of Vermont

Environmental Conservation Dept
Business Office
103 S Main St 1 South
Waterbury VT 05671-0401
USA



Vendor ID 0000013056
Medela Inc
1101 Corporate Dr
McHenry IL 60050
USA

Contract ID	00000000000000000000000019699	Page	5 of 6
Contract Dates	05/18/2011 to 01/17/2013	Origin	CPS
Description:	CPS - BREAST PUMPS & PARTS	Contract Maximum	\$99,999.99
Buyer Name	LaRose, Deborah L	Buyer Phone	828-4635
		Contract Status	Approved

Phone #: 815-363-1166

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VENDOR CONTACT INFORMATION:

BONNIE VOIGT
PHONE: 815-578-2459
FAX: 815-759-2459
BONNIE.VOIGT@MEDELA.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

ORDER PLACEMENT

SEND TO:
MEDELA, INC.
ATTN: BONNIE VOIGT
1101 CORPORATE DRIVE
MCHENERY, IL 60050-7005

PAYMENT INFORMATION:

SEND TO:
MEDELA, INC
38789 EAGLE WAY
CHICAGO IL 60678-1387

REPAIRS

SEND TO:
MEDELA, INC.
1101 CORPORATE DRIVE
MCHENRY, IL 60050-7005
CONTACT: CUSTOMER SERVICE
PHONE: 800-435-8316
FAX: 800-995-7867

CONTRACT

State of Vermont
Environmental Conservation Dept
Business Office
103 S Main St 1 South
Waterbury VT 05671-0401
USA



Vendor ID 0000013056
Medela Inc
1101 Corporate Dr
McHenry IL 60050
USA

Contract ID 0000000000000000000019699		Page 6 of 6
Contract Dates 05/18/2011 to 01/17/2013		Origin CPS
Description: CPS - BREAST PUMPS & PARTS		Contract Maximum \$99,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 815-363-1166

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:

Signature:

Name:

Title:

Email:

Deborah Damore
DEBORAH DAMORE

Purchasing Manager

By the CONTRACTOR

Date:

Signature:

Name:

Title:

Email:

7-13-11
Bonnie Veigt
Bonnie Veigt

Supervisor, Gov Contracts
bonnie.veigt@medela.com

Out of Warranty Equipment Repair List

Product

Cost

Symphony® Breastpump

3 Year Limited Warranty

Level 1 Repair - Clean, Test and Minor Repairs (Membranes, Housings and Buttons)	\$75.00
Level 2 Repair - Level 1 + Electrical Component Repairs (Circuit Boards and Battery)	\$200.00
Level 3 Repair - Level 2 + Drive Train Repairs (Motor and Gearbox)	\$300.00
6 Month Warranty - Symphony® Plus Battery Replacement	\$100.00

Lactina® Breastpump

3 Year Limited Warranty

Level 1 Repair - Clean, Test and Minor Repairs (Gearbox Belts and Bearings)	\$100.00
Level 2 Repair - Level 1 + Electrical Component Repairs (Transformer)	\$250.00
Level 3 Repair - Level 2 + Drive Train Repairs (Motor and Gearbox)	\$350.00

Classic™ Breastpump

5 Year Limited Warranty

Level 1 Repair - Clean, Test and Minor Repairs (Tubes, O-rings and Valve)	\$125.00
Level 2 Repair - Level 1 + Electrical Repairs (Capacitor, Switches and Cord)	\$300.00
Level 3 Repair - Level 2 + Drive Train Repairs (Motor, Piston and Cylinder)	\$1200.00

Waterless Milk Warmer™

1 Year Limited Warranty

1 year extension for 2 years of total coverage	\$50.00 per warmer
2 year extension for 3 years of total coverage	\$90.00 per warmer

BabyWeigh™ II Scale

1 Year Limited Warranty

\$60.00 for labor plus parts

BabyWeigh™ Scale

1 Year Limited Warranty

\$60.00 for labor plus parts

BabyChecker™ Scale

1 Year Limited Warranty

\$60.00 for labor plus parts

BiliBed®/Phototherapy

2 Year Limited Warranty

\$60.00 for labor plus parts

Notes:

Repair charges apply to equipment for which the warranty has expired.
 After repair or upgrade, the warranty is for 90 days on remaining item of original warranty, if greater than 90 days.

Please call Medela Customer Service at 1-888-633-3528 for an RMA (Return Merchandise Authorization).
 When contacting us, please have the serial number of your equipment and purchase order or other method of
 payment for repairs.