



State of Idaho

**CHANGE ORDER - 03**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Purchase Order Number:** PADD16200123

**Account Number:** AC-1

**Revision Number:** 03

**Change Order Date:** September 20, 2018

**Service Start Date:** July 1, 2018

**Service End Date:** December 31, 2018

**Payment Method:** Invoice

**Payment Terms:** No Payment Terms specified

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):** [ChangeLog.htm](#) :Purchase Order Change

**Supplier**

BONNIE VOIGT  
 Medela LLC  
 1101 Corporate Drive  
 MCHENRY, IL 60050-7005  
**Phone:** 815-578-2459  
**Fax:** 800-995-7867  
**Email:** bonnie.voigt@medela.com

**Buyer Contact**

Chelsea Robillard  
 Tel:208-332-1607  
 Fax: 208-327-7320  
 chelsea.robillard@adm.idaho.gov

**Contract Number:****Bill To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Ship To Address**


DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions**

PADD16200123, Breast Pumps for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend (State of Washington Contract # 01910) is attached and incorporated herein by reference.

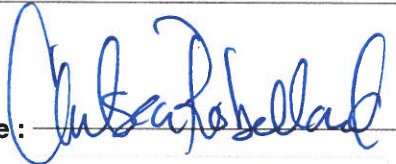
Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	1.00	0		EA	50,000.00	\$50,000.00
<b>Item Description</b>	#1					
	Extend contract per NASPO VP, State of Washington Master Agreement 01910.					
						
<b>Delivery Date:</b>	February 01, 2017					
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>	Ship to ordering agency.					
<b>Ship FOB:</b>	Destination					
<b>Attachment(s)</b>						
<b>Special Instructions:</b>	Bill to ordering agency.					

<b>Sub-Total (USD)</b>	\$50,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$50,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature: 

Signed By : Chelsea Robillard

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	01910
Medela LLC 1101 Corporate Dr. McHenry, IL 60050-7006	Amendment No.:	34
	Effective Date:	June 30, 2018

**THIRTY-FOURTH AMENDMENT  
TO  
CONTRACT NO. 01910  
BREAST PUMPS & ACCESSORIES NASPO VALUE POINT**

This Thirty-Fourth 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 LLC, a Delaware limited liability corporation ("Contractor") and is dated as of June 30, 2018.

**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 thirty-three (33) times.
- 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. **TERM.** Extend the existing Contract through December 31, 2018 or until a new contract is awarded, whichever is sooner.
- 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 LLC,  
A DELAWARE LIMITED LIABILITY CORPORATION

By:   
 Name: N. Greg Wistisen  
 Title: VP FINANCE & TREASURER  
 Date: 6/18/18

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:   
 Name: ~~Emily Beck~~ Scott Smith  
 Title: ~~Chief Operations Officer~~ IT Procurement Manager  
 Date: 10/21/18



State of Idaho

**CHANGE ORDER - 02****PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary****Supplier****Purchase Order Number:** PADD16200123**Account Number:** AC-1**Revision Number:** 02**Change Order Date:** June 30, 2017**Service Start Date:** July 1, 2017**Service End Date:** June 30, 2018**Payment Method:** Invoice**Payment Terms:** No Payment Terms specified**Currency:** USD**FOB Instruction:** Destination**Attachment(s):** [ChangeLog.htm](#) :Purchase Order Change

**BONNIE VOIGT**  
**MEDELA INC**  
 1101 Corporate Drive  
 MCHENRY, IL 60050-7005  
**Phone: 815-578-2459**

**Fax:** 800-995-7867**Email:** bonnie.voigt@medela.com**Buyer Contact**

**Chelsea Robillard**  
 Tel:208-332-1607  
 Fax: 208-327-7320  
 chelsea.robillard@adm.idaho.gov

**Contract Number:****Bill To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Ship To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions**

PADD16200123, Breast Pumps for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master

Agreement Amendment to extend (State of Washington Contract # 01910) is attached and incorporated herein by reference.


Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
	1.00	0	ANN	100,000.00	\$100,000.00
<b>Item Description</b>	#1				
	Extend contract per NASPO VP, State of Washington Master Agreement 01910.				
	☞				
<b>Delivery Date:</b>	February 1, 2017				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>	Ship to ordering agency.				
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>	Bill to ordering agency.				

<b>Sub-Total (USD)</b>	\$100,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$100,000.00

Note: If there is a 📉 next to an item's unit price, that indicates that the price has been discounted.

Signature: 

Signed By : Chelsea Robillard

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 LLC. 1101 Corporate Dr. McHenry, IL 60050-7006	Amendment No.:	33
	Effective Date:	July 01, 2017

**THIRTY-THIRD AMENDMENT**  
**TO**  
**CONTRACT NO. 01910**  
**BREAST PUMPS & ACCESSORIES NASPO VALUE POINT**

This Thirty-Third 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 LLC., a Delaware limited liability corporation ("Contractor") and is dated as of April 12, 2017.

**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 29, 2016.
- 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. **TERM.** Extend the existing contract through June 30, 2018, or until a new Contract is awarded, whichever is sooner.
- 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 LLC,  
A DELAWARE LIMITED LIABILITY CORPORATION**

By:   
 Name: N. Greg Wistisen  
 Title: VP Finance & Operations  
 Date: 4/14/17

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
 Name: Melissa R. Cox  
 Title: Procurement Supervisor  
 Date: 4/14/17





State of Idaho

**CHANGE ORDER - 01**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Purchase Order Number:** PADD16200123  
**Account Number:** AC-1  
**Revision Number:** 01  
**Change Order Date:** January 31, 2017  
**Service Start Date:** January 18, 2017  
**Service End Date:** June 30, 2017  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [ChangeLog.htm](#) :Purchase Order Change

**Supplier**

**BONNIE VOIGT**  
**MEDELA INC**  
 1101 Corporate Drive  
 MCHENRY, IL 60050-7005  
**Phone:** 815-578-2459  
**Fax:** 800-995-7867  
**Email:** bonnie.voigt@medela.com

**Buyer Contact**

**Chelsea Robillard**  
**Tel:** 208-332-1607  
**Fax:** 208-327-7320  
 chelsea.robillard@adm.idaho.gov

**Contract Number:**

**Bill To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Ship To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions**

PADD16200123, Breast Pumps for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend (State of Washington Contract # 01910) is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.


**CONTRACTOR:** Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

**Items**

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	5.00	0	MON	20,000.00	\$100,000.00
<b>Item Description</b>	#1				
	Breast pumps and related accessories.				
	☒				
<b>Delivery Date:</b>	February 1, 2017				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>	Ship to ordering agency.				
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>	Bill to ordering agency.				

<b>Sub-Total (USD)</b>	\$100,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$100,000.00

Note: If there is a ☒ next to an Item's unit price, that indicates that the price has been discounted.

Signature: 

Signed By :

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 Commercial & Medical  
Date: 1/16/17

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

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

## IDAHO

State of Idaho

## Participating Addendum

## Purchase Order Summary

**Purchase Order Number:** PADD16200123

**Account Number:** AC-1

**Purchase Order Date:** August 13, 2015

**Service Start Date:** August 16, 2015

**Service End Date:** January 17, 2017

**Payment Method:** Invoice

**Payment Terms:** No Payment Terms specified

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):**

## Supplier

BONNIE VOIGT  
MEDELA INC  
1101 Corporate Drive  
MCHENRY, IL 60050-7005  
**Phone:** 815-578-2459

**Fax:** 800-995-7867**Email:** bonnie.voigt@medela.com

## Buyer Contact

Chelsea Cameron  
**Tel:** 208-332-1607  
**Fax:** 208-327-7320  
chelsea.cameron@adm.idaho.gov

**Contract Number:**

## Bill To Address

DOP - Prog Mgr  
Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720

**Phone:** 208-332-1600

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

**Mail Stop:** DOP Program Manager

## Ship To Address

DOP - Prog Mgr  
Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720

**Phone:** 208-332-1600

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

**Mail Stop:** DOP Program Manager

## Instructions

## NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract for is for Breast Pumps and Related Accessories and NASPO ValuePoint Master Price Agreement (Washington Contract Number 01910). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

**Contract Title:** Breast Pumps and Related Accessories**Contract Usage Type:** Mandatory Use**Public Agency Clause:** Yes**Contract Administration:** Chelsea Cameron

Phone Number: 208-332-1607

Fax Number: 208-327-7320

E-Mail: [chelsea.cameron@adm.idaho.gov](mailto:chelsea.cameron@adm.idaho.gov)

**Contractor's Primary Contacts**

Contact: Bonnie Voigt


Phone Number: 815-578-2459

Fax Number: 815-759-2459

E-Mail: [bonnie.voigt@medela.com](mailto:bonnie.voigt@medela.com)


Website: <http://www.medela.us/>

**CONTRACTOR:** Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	16	0		MON	\$62,500.00	\$1,000,000.00
<b>Item Description</b>	#1					
	Breast pumps and related accessories.					
						
<b>Delivery Date:</b>	August 12, 2015					
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>	Ship to ordering agency.					
<b>Ship FOB:</b>	Destination					
<b>Attachment(s)</b>						
<b>Special Instructions:</b>	Bill to ordering agency.					

<b>Sub-Total (USD)</b>	\$1,000,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$1,000,000.00

**Note:** If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature:   
 Signed By :