

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



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

Contract ID 0000000000000000000019699	Page 1 of 7
Contract Dates 05/18/2011 to 01/17/2017	Origin CPS
Description: CPS - BREAST PUMPS & PARTS	Contract Maximum \$999,999.99
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
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1		PERSONAL - USE ELECTRIC DOUBLE BREAST PUMP	CS	240.00000	0.00	0.00
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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
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WIC PERSONAL DOUBLE PUMP ADVANCED (TWO-PHASE), MEDELA #57018W, 3/CASE

3		MULTI-USER ELECTRIC DOUBLE BREST PUMP	EA	299.00000	0.00	0.00
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LACTINA (TM) SELECT, 1/CS..MEDELA #016SC01

4		NO LONGER AVAILABLE	EA	0.01000	0.00	0.00
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5		MULTI-USER ELECTRIC DOUBLE BREAST PUMP (TWO PHASE)	EA	902.45000	0.00	0.00
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SYMPHONY (TM) BREAST PUMP (TWO-PHASE), MEDELA #0240108

6		MANUAL PUMP (TWO-HANDED)	CS	159.00000	0.00	0.00
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WIC MANUAL WITH PISTON CYLINDER, 20/CASE, MEDELA #6107293W

7		MANUAL PUMP (ONE-HANDED)	CS	300.00000	0.00	0.00
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WIC HARMONY MANUAL ONE-HANDED PUMP, 20/CS., MEDELA #67161W2

8		PUMP CLEANINGS	EA	0.01000	0.00	0.00
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CONTRACTOR ALLOWS FOR 100 FREE CLEANINGS ANNUALLY TO EACH PARTICIPATING WSCA-NASPO STATE DUE TO INSECT INFESTATIONS.

THE 100 FREE CLEANING INCLUDE THE FOLLOWING PUMPS, UNDER WARRANTY OR NOT:
LACTINA SELECT
SYMPHONY

PUMP CLEANINGS INCLUDE:
REMOVING THE PUMP HOUSING
CLEANING THE HOUSEING AND INTERNAL PARTS
INSPECTION
COMPUTER DIAGNOSTIC TESTING
RE-ASSEMBLY

BEFORE RETURNING PUMPS TO MEDELA FOR CLEANING SERVICE, THE WSCA-NASPO PARTICIPANT SHOULD SEND AN EMAIL TO MEDELA CUSTOMER SERVICE AT CUSTOMER.SERVICE@MEDELA.COM INCLUDING:
"BUG INFESTATION FREE PUMP CLEANING SERVICE REQUESTED" IN THE EMAIL SUBJECT LINE:
PARTICIPANT NAME AND STATE
IDENTIFYING YOURSELF AS A MEMBER OF WASCA-NASPO
THE SERIAL NUMBER(S) OF THE PUMP(S) BEING RETURNED

WHERE THE PUMP WILL BE SHIPPED AFTER CLEANING INCLUDING THE :
NAME OF THE CLINIC
NAME OF THE CONTACT PERSON
PHONE NUMBER AND EMAIL ADDRESS
MAILING ADDRESS

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THE NAME OF PERSON AUTHORIZED TO APPROVE REPAIR CHARGES IF REQUIRED, ALONG WITH THEIR PHONE NUMBER AND EMAIL ADDRESS

MEDELA WILL REPLY TO THE EMAILING AUTHORIZING RETURN OF THE PUMP(S) FOR THE FREE CLEANING SERVICE AND PROVIDE A RETURN AUTHORIZATION NUMBER(S) WITHIN FIVE BUSINESS DAYS. EACH PUMP RETURNED MUST HAVE A SEPARATE NUMBER.

PUMPS RETURNED TO MEDELA WITHOUT A PRE-ISSUED NUMBER WILL BE RETURNED WITHOUT CLEANING. THE COST OF SHIPPING WILL BE CHARGED TO THE PARTICIPANT.

WSCA-NASPO PARTICIPANTS ARE RESPONSIBLE FOR PAYING FOR THE COST OF SHIPPING PUMPS TO MEDELA. MEDELA WILL PAY FOR RETURN SHIPPING. IF MEDELA RECEIVES A SINGLE SHIPMENT CONTAINING SEVERAL PUMPS FROM A WSCA-NASPO PARTICIPANT, MEDELA RESERVES THE RIGHT TO COMPLETE THE CLEANING OF ALL THE PUMPS AND RETURN THEM IN ONE SHIPMENT. IF THE WSCA-NASPO PARTICIPANT REQUEST THE PUMPS BE RETURNED AS THEY ARE CLEANED, THE WSCA-NASPO PARTICIPANT WILL BE RESPONSIBLE FOR THE RETURN SHIPPING COST OF EACH PUMP AFTER THE FIRST ONE.

ALL PUMPS RETURNED FOR REPAIR OR CLEANING SHOULD BE SENT TO THE FOLLOWING ADDRESS:

MEDELA, INC, 1101 CORPORATE DRIVE, DOOR 4501, MCHENRY, IL 60050,

PLEASE WRITE THE PROVIDED NUMBER OR NUMBERS IF MULTIPLE PUMPS, ON THE OUTSIDE OF THE SHIPPING PACKAGE.

ADDITIONAL INFORMATION REGARDING BUG INFESTED PUMP CHARGES: MEDIELA WILL PROVIDE SPECIAL PRICING ON LEVEL 3 REPAIRS PER EACH INSTANCE OF BUG INFESTION. THE PRICE OF \$199 (ORIGINAL PRICE WAS \$350) FOR EACH LEVEL 3 REPAIR OF A LACTINA DUE TO BUG INFESTION WILL REMAIN IN THE PLACE FOR THE DURATION OF THE WSCA-NASPO CONTRACT NOT TO EXCEED JANUARY 17, 2017.

THE \$199 PRICE FOR A LEVEL 3 REPAIR DUE TO BUG INFESTATION IS PROVIDED AFTER THE 100 FREE CLEANING PROVISION IS REACHED. ANY OTHER LEVEL 3 REPAIR OUTSIDE OF BUG INFESTATION AND NO LONGER UNDER WARRANTY WOULD BE COVERED AT THE STANDARD PRICING.

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				
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				

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14		NO LONGER AVAILABLE	CS	0.01000	0.00	0.00
15		BATTERY PACK (PERSONAL-USE) - CASE OF 3 BATTERY PACK FOR PERSONAL-USE PUMP, MEDELA #67553	CS	27.00000	0.00	0.00
16		VEHICLE LIGHTER ADAPTER VEHICLE LIGHTER ADAPTER FOR PERSONAL USE PUMP (ONE-PHASE), 6/CS. MEDELA #67153	CS	55.80000	0.00	0.00
17		VEHICLE LIGHTER ADAPTER VEHICLE LIGHTER ADAPTER PERSONAL-USE (TWO-PHASE), 6/CS., MEDELA #67174	CS	55.80000	0.00	0.00
18		VEHICLE LIGHTER ADAPTER VEHICLE LIGHTER ADAPTER FOR MULTI-USER PUMP, 6/CS., MEDELA #67153	CS	55.80000	0.00	0.00
19		MILK COLLECTION STORAGE BAGS 12 BOXES PER CASE (50 BAGS/BOX), MEDELA #87234	CS	111.12000	0.00	0.00
20		BRA PAD - WASHABLE 6 PACKAGES PER CASE (4 PADS/PACKAGE), MEDELA #89972	CS	18.54000	0.00	0.00
21		NIPPLE SHIELDS - CONTACT INDICATE SIZE AND PRODUCT NUMBER AT TIME OF ORDER. 6/CS. 24MM - MEDELA #67203 20MM - MEDELA #67218 16MM - MEDELA #67251	CS	23.40000	0.00	0.00
22		NIPPLE SHIELDS - REGULAR INDICATE SIZE AND PRODUCT NUMBER AT TIME OF ORDER. 6/CS. 24MM - MEDELA #89902 20MM - MEDELA #89907 16MM - MEDELA #89905	CS	23.40000	0.00	0.00
23		NO LONGER AVAILABLE	EA	0.01000	0.00	0.00
24		MICRO STEAM BAGS 12 BOXES PER CASE (5 BAGS PER BOX), MEDELA #87024NA	CS	29.64000	0.00	0.00

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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		START SNS W/80 ML COLLECTION CONTAINER (STERILE)	EA	108.92000	0.00	0.00
		10 PER CASE, MEDULA #0097003S				

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.

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.

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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. UNLESS REPAIR IS NEEDED. REPAIR CHARGES ARE LEVEL #1, #2, #3 SEE OUT OF WARRANTY EQUIPMENT REPAIR LIST. .

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.

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

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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

CHANGE #1 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A TWO YEAR TERM TO JANUARY 17, 2015.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH , A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #2 - THIS CHANGE ORDER IS ISSUED TO RENEW THIS CONTRACT FOR A TWO YEAR PERIOD THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A TWO YEAR TERM TO JANUARY 17, 2017.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH , A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #3 - 03/15/2016 - TO ADD ITEM #29 - COLLECTION CONTAINER TO THE EXISTING CONTRACT. PRICING PER NASPO VALUEPOINT CONTRACT #01910.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH , A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____