

Contract Amendment #1/Renewal # 2

This is an Amendment/Renewal to Quantity Purchase Agreement #10055, **Stocking Caps** entered into by and between **IDOA on behalf of All State Agencies** (hereinafter referred to as "State") and **Michiana Resources** (hereinafter referred to as "Contractor") dated **08/21/2006**. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Michiana Resources would like to discontinue the following items:

Line #	Description: (price listed is per Dozen)	Price
1	Hat Stocking Cap Synthetic Ribbed Yarn 32 oz Royal Blue	\$30.69
2	Hat Stocking Cap Synthetic Ribbed Yarn 45 oz Royal Blue	\$37.85
2	Hat Stocking Cap Synthetic Ribbed Yarn 32 oz Scarlet	\$30.69
2	Hat Stocking Cap Synthetic Ribbed Yarn 45 oz Scarlet	\$37.85
2	Hat Stocking Cap Synthetic Ribbed Yarn 32 oz Ivory	\$30.69
2	Hat Stocking Cap Synthetic Ribbed Yarn 45 oz Ivory	\$37.85
2	Hat Stocking Cap Synthetic Ribbed Yarn 32 oz Cocoa Brown	\$30.69
2	Hat Stocking Cap Synthetic Ribbed Yarn 45 oz Cocoa Brown	\$37.85

To replace the existing Confidentiality of Data, Property Rights in Products, and Copyright Prohibition and the Confidentiality of State Information with the following:

Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as Exhibit N/A is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated 10/01/2005 to include the above named amendment. The contract term shall commence **08/21/2008** and shall terminate on **08/20/2009**.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee,

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representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of Indiana Agency:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Indiana Office of Technology

Gerry Weaver

Chief Information Officer

Date: _____

Department of Administration

Carrie Henderson

Commissioner

Date: _____

State Budget Agency

Christopher A Ruhl

Director

Date: _____

Office of the Attorney General

Stephen Carter

Attorney General

Date: _____