

**Amendment # 1**

This is an Amendment to the Quantity Purchase Agreement # 10133 for fish feed entered into by and between IDOA/on behalf of all State Agencies (hereinafter referred to as "State") and Zeigler Bros. Inc (hereinafter referred to as "Contractor") dated 2/26/2007. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

| Item #                                         | Old Price | New Price | Increase |
|------------------------------------------------|-----------|-----------|----------|
| 000000000100034431 Feed, Fish Starter Crumbles | \$0.681   | \$0.752   | 10%      |

To replace the existing Confidentiality of Data, Property Rights in Products, and Copyright Prohibition and Confidentiality of State Information, and Payments clauses 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.

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, 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:**

(Where Applicable)

Signature: Susan Thompson  
Printed Name: Susan Thompson  
Title: Supr of Marketing Services  
Date: 1-11-08

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of Indiana Agency:**

Signature: Melissa Vargo  
Printed Name: Melissa Vargo  
Title: Purchasing Administrator  
Date: 1/14/08

**Indiana Office of Technology**

**Department of Administration**

N/A  
Gerry Weaver  
Chief Information Officer

Katherine H. Harrington, CPPB  
for Carrie Henderson  
Commissioner

Date: \_\_\_\_\_

Date: 01-17-08

**State Budget Agency**

**Office of the Attorney General**

Christopher A. Ruhl  
Christopher A Ruhl  
Director

Stephen Carter  
Stephen Carter  
Attorney General

Date: 1-18-08

Date: 1-25-08