

Amendment # 4

This is an Amendment and Renewal to QPA# 10133 entered into by and between the IDOA/ Procurement Division (hereinafter referred to as "State") and Zeigler Brothers, Inc (hereinafter referred to as "Contractor") dated 08/28/2008. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

To replace the existing Confidentiality of State Information clauses with those listed below and to add feed delivery schedule & update the escalation clause.

Quarter	Feed Delivery	Price Quote Finalized
1	First week of March	First week of January
2	First week of June	First week of April
3	First week of September	First week of July
4	First week of December	First week of October

Prices shall remain unchanged and firm for at least ninety (90) calendar days after the effective date of the contract. The State of Indiana will consider written requests for price adjustments only if the finalization of this contract exceeds the 90 days allowed. Adjustment may be considered provided that such price adjustment covers both upward and downward movement of the commodity price and that adjustment is based only on the increase or decrease of paper stock used for this product.

An increase will be based on the vendor/contractor's actual cost increase only, as shown in written documentation, and must not constitute increases in profit. All requests for price increase/decrease must be in writing and must contain adequate documentation to justify said increase/decrease (dated Manufacturer price lists, Industry publications (FEED STUFF) catalogs, etc.). Any adjustment considered will be based upon an actual dollar figure. All price adjustment requests must be substantiated in a manner acceptable to the IN Dept. of Administration, Contract Administration Director and must be received thirty (30) days in advance of the effective date for said increase/decrease. Any time the vendor requests a price adjustment, the IDOA Contract Administration Director may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety. Approved price adjustments shall remain unchanged for at least 90 calendar days.

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 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.

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:

State of Indiana Agency:

Signature: Susan Thompson
Printed Name: Susan Thompson
Title: Supr of Mktg Services
Date: 10-9-08

Signature: Melissa Vargo
Printed Name: Melissa Vargo
Title: Purchasing Administrator
Date: 10/15/08

Indiana Office of Technology

N/A
Gerry Weaver
Chief Information Officer
Date: _____

Department of Administration

for Katherine S. Harrington, CPPB
Carrie Henderson
Commissioner
Date: 10-15-08

State Budget Agency

Office of the Attorney General

Delegated Per Fmc 98-2
Christopher A Ruhl
Director
Date: 10/16/08

James F. Schmitt, Deputy for
Stephen Carter
Attorney General
Date: 10-17-08