

Amendment # 1 /Renewal # 1
EDS Number ASA-9-9-10778

This is an Amendment and Renewal to the QPA #10778 for Cigarette Tax Stamps entered into by and between the Department of Administration on behalf of the Department of Revenue (hereinafter referred to as "State") and Meyercord Revenue Inc. (hereinafter referred to as "Contractor") dated 10/1/2008. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Prices shall be amended as follows:

000000000100039329	20 Cigarette Tax Stamps	\$.62/M
000000000100000071	25 Cigarette Tax Stamps 10x rolls of 7200	\$2.51/M
000000000100000072	25 Cigarette Tax Stamps 12x rolls of 7200	\$2.51/M
000000000100000073	20 Cigarette Tax Stamps Sheets Wide	\$3.75/M
000000000100072921	20 Cigarette Tax Stamps Sheets	\$3.75/M

To replace the existing Compliance with Laws and Confidentiality of State Information clauses with those listed below:

Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Contract and any further supplements or amendments.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest except as permitted under IC 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material

breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that if it is an entity described in IC Title 23 it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

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.

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 **(Original Date Contract Started)** 10/1/2008 to include the above named amendment. The contract term shall commence on **(Original Date of Contract)** 10/1/2008 and shall terminate on **(New contract end date)** 9/30/2010.

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

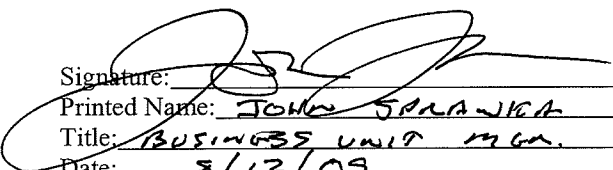
The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company,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

Printed Name: JOHN SPRAWICK

Title: BUSINESS UNIT MGR.

Date: 8/12/09

Signature: Margo L. Hood

Printed Name: Margo L. Hood

Title: Purchasing Administrator

Date: 8/13/09

Indiana Office of Technology

N/A

Gerry Weaver
Chief Information Officer

Date: _____

Department of Administration

Mark W. Everson, CPP

Mark W. Everson
Commissioner

Date: 8/18/09

State Budget Agency

Office of the Attorney General

for Christopher A. Ruhl

Director

Date: 8/25/09

Gregory F. Zoeller (62)

Gregory F. Zoeller

Attorney General

Date: August 31, 2009

QUANTITY PURCHASE AWARD RENEWAL OPTION

Req #: ASA9-9-19

QPA #: 10778

Buyer: MARGO HOOD

To:

MEYERCORD REVENUE INC.

LINDA EBERHARDT

PO BOX 95598 -

CHICAGO, IL 60694

Whereas on the 10/1/2008, a written Quantity Purchase Award Agreement was entered into by and between MEYERCORD REVENUE INC. and the State of Indiana, acting by and through the Commissioner of the Department of Administration for and on behalf of ALL STATE AGENCY/REVENUE for the supply of CIGARETTE TAX STAMPS Whereas the said Quantity Purchase Award agreement contains the following provisions; to wit: the Procurement Division, Department of Administration has the option, with mutual consent of both parties to extend this Quantity Purchase Award for an additional period up to one year after the expiration date of the original Quantity Purchase Award. The State of Indiana, in accordance with the terms and provisions of said Quantity Purchase Award and said option as above set out, hereby extends to the vendor, by virtue of, and under right of the option granted in said Quantity Purchase Award for an additional 365 days beginning 10/1/2009 and ending 9/30/2010.

To vendor: Please sign this Renewal Option and return to the address below. **This is not a contract until signed by the State of Indiana.**

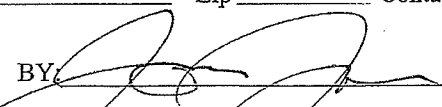
Department of Administration
Procurement Division
402 W. Washington St. RM W468
Indianapolis, IN 46204-2263
Attn.MARGO HOOD

☒ YES, I wish to renew the present contract with price amendment (see attached)
☐ NO, I do not wish to renew the present contract.

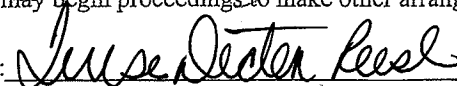
Non Collusion Statement: This is to certify that the Contractor; being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive pay, and the he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears on the face of the contract.

Note: If a performance bond was required as part of the original bid instructions, a new bond or an extension of the original bond must be returned with the Renewal Option.

Vendor Name Meyercord Revenue Inc. Address 475 Village Drive
City, State Carol Stream, IL Zip 60188 Contact Name John Sprawka

Vendor Representative BY:  DATE: 7/20/09

If this intent is not properly signed and returned to this office by, 5 days, it will be void and the Procurement Division may begin proceedings to make other arrangements.

State of Indiana BY:  DATE: 8/18/09

Mark W. Everson, Commissioner