

Amendment #3/Renewal #3
EDS # ASA-9-9-61-10831

This is an Amendment to Quantity Purchase Agreement # **10831**, for **Scriptograph Books** entered into by and between **IDOA on behalf of All State Agencies** (hereinafter referred to as "State") and **Channing Bete Co.** (hereinafter referred to as "Contractor") dated **January 23, 2009**. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract outlined below.

The parties by mutual agreement wish to renew the contract for one additional year.

Term (Renewal Option)

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 to include the above named amendment. The contract renewal term shall commence on **January 23, 2009** and shall terminate on **January 22, 2013**.

The parties by mutual agreement wish to change the object reference from **Scriptograph Books** to **Outreach Education Materials (Scriptographic Books)**.

The parties by mutual agreement **shall adjust unit prices for all items**. Exhibit A shall be stricken entirely as presented in Amendment 2 / Renewal 2. The unit price adjustment shall be reflected in accordance with the attached **Exhibit A**. All other pricing shall remain the same.

The parties by mutual agreement wish to add the Employment Eligibility Verification clause.

Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Original Agreement

All other terms, conditions, and 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

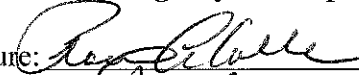
The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company,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

Signature: 
 Printed Name: Daniel E. Carmody
 Title: Senior Vice President, Corporate Administration
 Date: 1/19/12

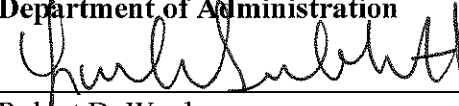
State of Indiana Agency: IN Dept. of Administration

Signature: 
 Printed Name: Ronie Coble
 Title: Vendor Contract Manager
 Date: 1/19/2012

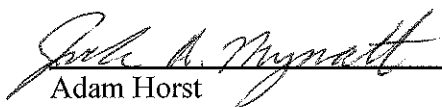
Indiana Office of Technology

N/A
 Brian Arrowood
 Chief Information Officer
 Date: _____

Department of Administration


 Robert D. Wynkoop
 Commissioner
 Date: 1-23-12

State Budget Agency


 Adam Horst
 Director
 Date: 1.25.12

Office of the Attorney General


 Gregory F. Zoeller
 Attorney General
 Date: 1/30/12

Exhibit A		Old Price	New Price
Lowest (Standard) UOM	Description		
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List A, 1000-4999 units. Minimum order of 1000 units per order.	0.5700	0.6600
EA	Books, Scriptographic, Mixed Titles, Personalized, List A, 1000-4999 units. Minimum order of 1000 units per order.	0.6600	0.7500
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List A, 5000-9999 units.	0.4600	0.5300
EA	Books, Scriptographic, Mixed Titles, Personalized, List A, 5000-9999 units.	0.5000	0.5700
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List A, 10000-19999 units.	0.4500	0.5100
EA	Books, Scriptographic, Mixed Titles, Personalized, List A, 10000-19999 units.	0.4900	0.5600
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List A, 20000 or more units.	0.3100	0.3700
EA	Books, Scriptographic, Mixed Titles, Personalized, List A, 20000 or more units.	0.3300	0.4100
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List B, 500-999 units. Minimum order of 500 units per order.	1.1200	1.1800
EA	Books, Scriptographic, Mixed Titles, Personalized, List B, 500-999 units. Minimum order of 500 units per order.	1.2800	1.3400
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List B, 1000-4999 units.	1.0000	1.0500
EA	Books, Scriptographic, Mixed Titles, Personalized, List B, 1000-4999 units.	1.0700	1.1200
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List B, 5000-9999 units.	0.8100	0.8500
EA	Books, Scriptographic, Mixed Titles, Personalized, List B, 5000-9999 units.	0.8800	0.9200
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List B, 10000-19999 units.	0.7600	0.8000
EA	Books, Scriptographic, Mixed Titles, Personalized, List B, 10000-19999 units.	0.8000	0.8400
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List B, 20000 or more units.	0.7100	0.7500
EA	Books, Scriptographic, Mixed Titles, Personalized, List B, 20000 or more units.	0.7700	0.8100
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List K, 500-999 units. Minimum order of 500 units per order.	1.6400	1.7200
EA	Books, Scriptographic, Mixed Titles, Personalized, List K, 500-999 units.	1.8700	1.9600
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List K, 1000-4999 units.	1.4800	1.5500
EA	Books, Scriptographic, Mixed Titles, Personalized, List K, 1000-4999 units.	1.6400	1.7200
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List K, 5000-9999 units.	1.2500	1.3100
EA	Books, Scriptographic, Mixed Titles, Personalized, List K, 5000-9999 units.	1.3400	1.4100
EA	Books, Scriptographic, Mixed Titles, Non-Personalized, List K, 10000-19999 units.	1.1900	1.2500
EA	Books, Scriptographic, Mixed Titles, Personalized, List K, 10000-19999 units.	1.2800	1.3500
EA	Fee, set up for Price List A personalization of Pocket Minders, less than 5,000 units	125.0000	131.0000