

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number:	110	Program Name:	Permanent School Fund
Org. Code:	701	Legal/Funding Authority:	Texas
Speed Chart:	2A022	Constitution, Article VII	
Payee Name:	Dow Jones & Company, Inc.	Payee ID:	11350349400
ISAS Contract #:	2551	PO #:	30315

Amendment No. 1

**AMENDMENT TO
STANDARD CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY
AND**

Dow Jones & Company, Inc.
NAME OF CONTRACTOR

4300 US Route 1 North, South Brunswick, NJ 08852
MAILING ADDRESS INCLUDING ZIP CODE

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said contract effective 09/01/2011 as follows:

- 1). TEA shall pay contractor in connection with the Contract Project during the period beginning September 1, 2011 and ending August 31, 2013 at the terms and conditions as specified in the Original Contract with no changes, except the matters addressed in the items below:
- 2). A revised Appendix 1 pricing schedule is incorporated to capture the current number of users and the fees and access associated with those users. TEA may change this user schedule at any time by adding or deleting users and Contractor may change its pricing in accordance with Section 14 of the *Dow Jones Newswire Subscription Agreement*. Contractor may terminate the Contract on no less than 30 days' prior written notice to TEA. All price increases must be announced to TEA with 90 day written notice and must be processed on a TEA Amendment to Standard Contract form.
- 3). Revision to the General Terms and Conditions to add the following provisions:
 - Y. **IRS Withholding:** Certain payments by some governmental entities to contractors after December 31, 2012 are subject to a 3% federal withholding requirement. The Internal Revenue Service (IRS) has proposed regulations regarding the 3% withholding requirement. Contractors and potential contractors should review this website for more information: <http://www.irs.gov/govt/fslq/article/0,,id=239542,00.html>

If the TEA determines that any payments due under this contract are subject to the 3% withholding requirement, the TEA shall withhold such amounts consistent with the statute. It is the Contractor's sole responsibility to assert and establish to the satisfaction of the TEA the availability of any applicable exemption from withholding.
 - Z. **Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract.
 - AA. **Venue and Jurisdiction:** Subject to and without waiving any of the TEA's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.

BB. Suspension and Debarment: Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twelve (12) months prior to the beginning date of this contract.

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

Excluded Parties List System: The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contractor certifies that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. This clause is applicable to all contract renewals.

All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written.

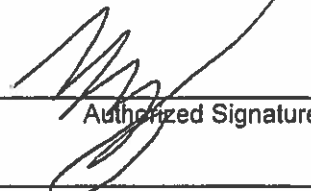
It is agreed and accepted by a person authorized to bind Contractor that all terms and conditions of this amendment are effective commencing on the above date.

Typed Name:

MARK HEVEY

Typed Title:

VP Financial Sales



Authorized Signature

This section reserved for Agency use.

I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency this 16th day of November 2011
(month/year) by a person authorized to bind Agency.

Return three (3) copies with original signature to:

Catherine A. Civiletti
Texas Permanent School Fund
Texas Education Agency
400 West 15th Street, Suite 1100
Austin, Texas 78701
512.463.9201



Shirley Beaulieu, Associate Commissioner
Finance/ CFO

APPENDIX 1

A. The definition of terms in the General Provisions are incorporated herein.

B. Description of Services/Activities:

A limited, non-exclusive and non-transferable data subscription to the Dow Jones News Feed, delivered via display and retrieval of news stories on an Authorized User's desktop.

Initial Term: beginning upon execution and ending 08/31/2011

Renewal Terms: Three additional two year renewals available via contract amendment: 09/01/2011 through 08/31/2013, 09/01/2013 through 08/31/2015 and 9/1/2015 through 8/31/2017

Monthly Fee During First Renewal Term: \$2,025.00 (USD) broken down as follows:

Service	Monthly Fees
Dow Jones News Service	Monthly Charges are assessed on a step-tier basis:
	User 1: \$875.00
	Users 2 - 10: \$120.00 each
	Minimum Number of Users: 10
	Minimum Monthly Billing: \$1,955.00
	Current Number of Users: 10
	Current Monthly Billing: \$1,955.00
Method of Subscriber access:	Bloomberg – 7 users
	A delivery fee applies to each user per service:
	Bloomberg \$10, for users 1-100
	Current Monthly Billing: \$70.00
	Factset – 3 Users – no charge
Other Delivery Charges:	Per User per service:
	Reuters \$10, for users 1-100
	Thomson \$5, for users 1-100
	Dow Jones Internet Products \$15
	Current Users - None
Set-Up Fees:	N/A