

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number:	110	Program Name:	Permanent School Fund
Org. Code:	701	Legal/Funding Authority:	Texas
Speed Chart:		Constitution, Article VII	
Payee Name:	S&P Global Market Intelligence LLC	Payee ID:	13-4155501
ISAS Contract #:	34808	PO #:	36930

Amendment No. 3

AMENDMENT TO  
STANDARD CONTRACT  
BETWEEN  
TEXAS EDUCATION AGENCY  
AND

S&P Global Market Intelligence LLC  
NAME OF CONTRACTOR

55 Water Street, New York, NY 10041  
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 September 1, 2017 as follows:

TEA shall pay contractor in connection with the Contract during the period beginning September 1, 2017 and ending August 31, 2019 at the rates, terms, and conditions as specified in the Amended Contract with no changes, except as addressed below.

Additional Terms. The parties mutually agree that the agreement is further amended as follows:

1. General Provisions, Paragraph U, Excluded Parties List System, the referenced web address to the President's Executive Order has been updated to <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>.
2. Special Provisions A, Paragraph E 21, Contractor Performance, is hereby deleted in its entirety and replaced with the following: "To the extent applicable, all state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Proposers who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this Contract. A Proposer's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Proposers may fail this selection criterion for any of the following conditions: A score of less than 90% in the Vendor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 TAC §§ 20.509 and 20.115), TEA or a designee may conduct periodic contract compliance reviews without advance notice, to monitor performance. TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any

such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Proposer.

Agencies report satisfactory and exceptional Contractor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, Contractor performance may be used as a factor in future contract awards. Contractor performance information is located on the CPA website at <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

Texas Government Code §2252.901 prohibits the agency from entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

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:

Dana Murphy

Typed Title:

Authorized Signer

Dana Murphy

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 12<sup>th</sup> day of September, 2017 (month/year) by a person authorized to bind Agency.

Return three (3) copies with original signature to:

Catherine A. Civiletto  
Texas Permanent School Fund  
Texas Education Agency  
400 West 15<sup>th</sup> Street, Suite 1100  
Austin, Texas 78701  
512.463.9201

Kara Belew  
Kara Belew, Deputy Commissioner of Finance

S&P Global Market Intelligence LLC

TEA Notes to Contract  
As of September 1, 2017

Recap of Funding Over the Life of the Contract  
For TPSF Division of TEA

Description	Dates	# of Years	Amendment #	Amount
Initial Term of Contract	01/20/2015 – 08/31/2017	2.67	NA	\$47,096.00
First Renewal	09/01/2017 – 08/31/2019	2	3	\$49,964.15
Second Renewal	09/01/2019 – 08/31/2022	3	4	\$80,708.97