

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number: 110	Program Name: Permanent School Fund
Org. Code: 701	Legal/Funding Authority: Texas
Speed Chart: 5A011	Constitution, Article VII
Payee Name: Dow Jones & Company Inc.	Payee ID: 11350349400
ISAS Contract #: 2551	PO #: 33353

Amendment No. 5

**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 February 1, 2015 as follows:

- 1) TEA shall pay contractor in connection with the Contract Project during the period beginning February 1, 2015 and ending August 31, 2015 at the rates, terms, and conditions as specified in the Original Contract with no changes, except the matters addressed in the item 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 a 90 written notice and must be processed on a TEA Amendment to Standard Contract form.
- 3) The following items are hereby appended to the General Provisions:

CC. HUB Subcontracting Plan: Contractor's approved HUB Subcontracting Plan (HSP) states that Contractor will perform all contract work without the use of subcontractors. If the Contractor intends to subcontract any part of the contract during the contract term, the Contractor must submit a revised HSP for TEA's approval. If the Contractor subcontracts any of the work without approval from TEA, the Contractor is deemed to have breached the contract and is subject to any remedial actions provided by either Chapter 2161 of the Texas Government Code or the administrative rules of the Texas Comptroller of Public Accounts.

DD. Contractor Performance: All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Contractor s 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 Contractor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Contractor s may fail this selection criterion for any of the following conditions: A score of less than 90% in the Contractor 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 Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), 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 Contractor.

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 http://www.window.state.tx.us/procurement/prog/contractor_performance/

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 and the contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/news/orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>.

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:	<u>Susan Frein</u>	
Typed Title:	<u>Manager Sales Operations</u>	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 <u>6th</u> day of <u>February 2015</u> (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 th Street, Suite 1100 Austin, Texas 78701 512.463.9201	Shirley Beaulieu, Associate Commissioner Finance/ CFO

APPENDIX 1
REVISED EFFECTIVE February 1, 2015

- 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 Second Renewal Term Revised: \$2,220.00 (USD) broken down as follows:

Service	Monthly Fees
Dow Jones News Service	Monthly Charges are assessed on a step-tier basis:
	User 1: \$962.00
	Users 2 - 10: \$132.00 each
	Minimum Number of Users: 10
	Minimum Monthly Billing: \$2,150.00
	Current Number of Users: 10
	Current Monthly Billing: \$2,150.00
	TEA can add Users 11 through 50 at \$128.00/month/each
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

TEA Notes to Contract
As of February 1, 2015

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

Description	Dates	# of Years	Amendment #	Amount
Initial Term of Contract	08/01/2010 – 08/31/2011	1	NA	\$23,691.00
First Renewal	09/01/2011 – 08/31/2013	2	1 & 2	\$49,010.55
Second Renewal	09/01/2013 – 08/31/2015	2	3, 4, & 5	\$51,770.25 (a)
Third Renewal	09/01/2015 – 08/31/2017	2		
Estimated Total To Date				\$124,471.80

- (a) Amount estimated to include price increase from Amendment #5 with no further changes in number # of users and no other price increases during the renewal term.