

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number: 110	Program Name: Permanent School Fund Investments
Org. Code: 701	Legal/Funding Authority: Texas
Speed Chart:	Constitution, Article VII
Payee Name: Dow Jones & Company, Inc	Payee ID: 11350349400
ISAS Contract #: 2551	PO #: 28412

TEXAS EDUCATION AGENCY STANDARD CONTRACT

ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between the Texas Education Agency ("TEA"), a Texas State Agency, and Dow Jones and Company, Inc. 4300 US Route 1 North South Brunswick, NJ 08852 ("Contractor").

ARTICLE II. PERIOD OF CONTRACT

TEA shall pay Contractor for the reasonable and approved costs incurred by Contractor in connection with the Contract Project during the period beginning upon execution and ending 08/31/2011 unless extended or terminated as otherwise provided for this contract. Upon written mutual agreement of both parties, this contract may be extended for three (3) additional two (2) year terms to commence on the first day after the original contract period.

ARTICLE III. PURPOSES OF CONTRACT

Contractor shall perform all of the functions and duties set described herein and in the appendices to this Contract, which are attached hereto and incorporated by reference.

ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor by State of Texas warrant(s) an amount not to exceed \$25,000.00 for the initial term for performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Payment to Contractor by TEA will be made only in accordance with the relevant appendices to this Contract, which are attached hereto and incorporated herein by reference.

ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF CONTRACT

Attached hereto and incorporated herein by reference are the General Provisions and the Special Provisions indicated below with an "X" beside each:

- ☒ Special Provisions A, Contractor's FEI# ☒ Special Provisions B, Specific Provisions
☒ Special Provisions C, Historically Underutilized Business Subcontracting Plan

☐ Contractor is certified as a Historically Underutilized Business as defined in V.T.C.A., TX Government Code, §2161.001 (attach Certification.) If not certified, call the Texas Building and Procurement Commission at (512) 463-5872 or write TBPC (HUB), PO Box 13047, Austin, Texas 78711-3047 to learn about the HUB certification.

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 knowingly employ or knowingly 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.

Contractor shall be an independent contractor for matters relating to this Contract. Contractor and its employees are not employees of TEA for any purpose and shall not be entitled to participate in any plan, arrangement, or distribution by TEA pertaining to or in connection with any pension, bonus, or other benefit extended to TEA employees.

AGREED and accepted on behalf of Contractor effective beginning on the date of the Contract as specified above and as indicated by signature below of a person authorized to bind Contractor.

Typed name:

Susan Frein

Typed title:

Sales Operations Mgr.

Susan Frein
Authorized Signature

This section reserved for TEA use.

I, an authorized official of the Texas Education 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 2nd day of July 2010 (month/year)
by a person authorized to bind Agency.

Return three (3) copies with original signature to:

Catherine A. Civiletto
Deputy Executive Administrator
Texas Permanent School Fund

Texas Education Agency

1701 North Congress Avenue,
Austin, Texas 78701-1494

Shirley Beaman
Commissioner of Education or Designee

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 Initial Term: \$1,544.00 (USD) broken down as follows:

Service	Monthly Fees
Dow Jones News Service	Monthly Charges are assessed on a step-tier basis:
	User 1: \$820.00
	Users 2 - 10: \$109.00 each
	Minimum Number of Users: 5
	Minimum Monthly Billing: \$1,256.00
	Current Number of Users: 7
	Current Monthly Billing: \$1,474.00
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

GENERAL PROVISIONS

- A. As used in these General Provisions:
- *Contract* means TEA's Standard Contract, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
 - *Agency or TEA* means the Texas Education Agency;
 - *Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
 - *Project Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
 - *Contract Project* means the purpose intended to be achieved through the Contract;
 - *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.
- C. **Indemnification:** Contractor shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor in performance of the Contract Project.
- D. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to Texas State Board of Education rules pertaining to this Contract and the Contract Project, and to the laws of the State of Texas governing this Contract and the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- E. **Subcontracting:** Contractor shall not assign or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor.
- F. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- G. **Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.
- H. **Contract Cancellation, etc.:** If this Contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.
- I. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- J. **Audit:** Pursuant to Section 2262.003 of the Texas Government Code, Contractor understands and agrees that (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract; (2) acceptance of funds directly under

the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- K. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- L. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract.
- M. **Signature Authority; Final Expression; Superseding Document:** The parties each certify that the person signing this Contract on their behalf has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- N. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- O. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- P. **Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- Q. **Proprietary or Confidential Information:** Contractor will not disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.
- R. **Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- S. **Independent Contractor:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.

- T. **Force Majeure:** Except as otherwise provided, neither Contractor nor TEA nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by *force majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such *force majeure* or otherwise waive this right as a defense.
- U. **Abandonment or Default:** If the contractor defaults on the contract, TEA reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.
- V. **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 they are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and 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>.
- W. **Payment** for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. The Project Administrators of this Contract for TEA and Contractor shall be the following persons or their successors in office:

TEA

B. Holland Timmins
Executive Administrator and CIO

Permanent School Fund
Texas Education Agency
1701 N. Congress Avenue
Austin, Texas 78701
Phone: 512-463-9169
Fax: 512-463-9432

CONTRACTOR

Daniel Jamieson
Account Manager
1 S. Wacker, Suite 2260,
Chicago, IL 60606

Phone: 312-750-4161
Fax: 312-750-4029

- X. **Notices:** All notices, reports, and correspondence required by this Contract shall be in writing and delivered to the following representatives of TEA and Contractor or their successors in office:

TEA

B. Holland Timmins
Executive Administrator and CIO

Permanent School Fund
Texas Education Agency

1701 N. Congress Avenue
Austin, Texas 78701
Phone: 512-463-9169
Fax: 512-463-9432

CONTRACTOR

Daniel Jamieson
Account Manager
1 S. Wacker, Suite 2260,
Chicago, IL 60606

Phone: 312-750-4161
Fax: 312-750-4029

SPECIAL PROVISIONS - A

- A. The definitions of terms in the General Provisions are incorporated herein.
- B. Contractor shall provide TEA with Contractor's nine (9) digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Contractor is an individual, or Contractor's fourteen (14) digit State of Texas Vendor's Identification Number (VIN). If Contractor is incorporated, Contractor shall also provide to TEA the corporation's charter number issued by the Texas Secretary of State's office.

Contractor's FEI#	_____
Contractor's SSN	_____
Contractor's VIN	11350349400
Contractor's charter #	_____

Information provided by the Contractor will be verified by the TEA.

- C. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred.

Contractor may verify their account status by accessing the Comptroller's website at: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>. If the account status message is "on vendor hold," the contractor is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441 ext. 3-4561 for assistance in resolving the issue.

SPECIAL PROVISIONS - B

- A. The definitions of terms in the General Provisions are incorporated herein.
- B. All amendments to this Contract will be in a manner as prescribed by the Project Administrator of the Agency and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY CONTRACT form supplied by TEA.
- C. Any amendment to this Contract will become effective upon execution by both parties.
- D. No funds shall be used to pay for food costs (i.e., refreshments, banquets, group meals, etc.) unless requested as a specific line item in the contract fee schedule in Appendix 1 by the Contractor and approved (prior to expenditures occurring) by TEA.
- E. Contractor shall make a good faith effort to comply with State of Texas Travel Guidelines. TEA may at its discretion approve requests for reimbursement of travel which exceed the State of Texas Travel Guidelines. Contractor shall maintain receipts in accordance with item L of the General Provisions. Receipts must be made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than five (5) years.
- F. Unless otherwise indicated by TEA, payment under this Contract is only by reimbursement upon satisfactory performance of services. Payment will be made upon submission of properly prepared and certified invoices which detail the services provided during the invoice period and associated costs. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Payee Identification Number (PIN) on all invoices/expenditure reports. The information provided on the invoice must coincide with the fee schedule detailed in Appendix 1 of this Contract. Payments will be made, after approval by TEA's Project Administrator, in accordance with the fee schedule detailed in Appendix 1 of this Contract. If a fee schedule is not included in this Contract, payments will be determined by TEA's Project Administrator.
- G. An encumbrance, accounts payable, and an expenditure as with all other contract accounting terms will be as defined by generally accepted accounting principles. All goods must have been received and all services rendered by the ending date of this Contract in order for the Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover monies due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- H. The attached *Master License Agreement, with schedules* is of a program nature and is incorporated herein by reference and is therefore made a part of this contract:

Dow Jones Newswires Subscription Agreement

Pages 9 through 13

Subscription Order Form

Page 14

These documents, taken together with all sections of the Standard Contract, comprise the entire agreement between the Texas Education Agency ("TEA") and Dow Jones & Company, Inc.

In the event of a conflict between the provisions of the Standard Contract and the Dow Jones Newswires Subscription Agreement, the terms of the Standard Contract will prevail.

DOW JONES NEWSWIRE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

1. License to Receive the DJ Service

(a) **Grant.** Dow Jones & Company, Inc. (“**Dow Jones**”) hereby grants the subscriber identified on the Order Form attached hereto (“**Subscriber**”) a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term to access (via either a Vendor or the Dow Jones Feed) and display on the Displays, the DJ Service, and to permit Authorized Users to access the DJ Service, subject to the terms and conditions of this Agreement. All rights in the DJ Service not expressly granted hereunder are reserved to Dow Jones.

(b) **Scope.** The license granted to Subscriber hereunder is limited to a single, Dow Jones-authorized Application for the display and retrieval of news stories on an Authorized User’s desktop Display. Such Application may either be obtained directly from a Vendor or be developed by Subscriber in accordance with Section 4. The license does not extend to multiple applications for the display or retrieval of content within the DJ Services. By way of illustration and not limitation, the license shall not cover systems or applications that enable any program trading (including without limitation algorithmic trading programs), data mining, text mining, or trend analysis function, or that integrate news with customer relationship management, order management, trading, or portfolio management tools or systems, or mid- or back-office applications. Subscriber shall have no right pursuant to this Agreement to distribute the DJ Service in whole or in part over the Internet, or via email or instant messaging (other than as set forth in Section 10), via an Intranet, personal digital assistant, wireless application protocol, short message service or radio system. An enhanced license encompassing such applications is available as a supplement to this Agreement. Provision of a DJ Service or any other content not owned by Dow Jones is subject to the continuing consent of the owner/licensor. Nothing in this Agreement shall obligate Dow Jones to continue providing access to any DJ Service beyond the date when Dow Jones ceases publishing such DJ Service to subscribers generally. No Display may be accessed on a regular basis by more than one Authorized User, unless additional fees for such access have been agreed to in writing by the parties hereto.

(c) **No Editing.** Subscriber shall not edit, alter, abridge or otherwise change in any manner the content of the DJ Service, including, without limitation, the time and date information applicable to each headline and story and all copyright and proprietary rights notices.

(d) **Archive.**

(i) **Vendor Access.** If Subscriber receives the DJ Service through a Vendor, any archive of the DJ Service shall be maintained and hosted by the Vendor and Subscriber shall not store or archive the DJ Service or any part thereof on any systems Subscriber directly or indirectly controls.

(ii) **Dow Jones Feed.** Provided Subscriber is accessing the DJ Service via the Dow Jones Feed, it may archive on a rolling basis no more than the most recent 400 days’ worth of the DJ Service for purposes of retrieval and display on a Display only by Authorized Users in accordance with the terms of this Agreement.

2. Definitions

As used in these Terms and Conditions, the “**Agreement**” shall mean these terms and conditions, the Order Form and any written amendments signed by both parties; “**Application**” shall mean either the Subscriber-developed application or the Vendor application used by Subscriber for the display and retrieval of the DJ Service hereunder; “**Authorized Users**” shall mean Subscriber’s employees and/or Subscriber’s independent contractors consulting for Subscriber in the ordinary course of Subscriber’s business who are bound by the terms of this Agreement and authorized by Subscriber to access the DJ Service; “**Billing Start Date**” shall mean the date identified on the Order Form as the date from which the Fees, as defined below, shall be calculated (provided that, unless otherwise agreed, the Fees will be calculated beginning with the DJ Service Start Date, as defined below, if such date precedes the Billing Start Date); “**Display(s)**” shall mean any terminal or display device used to access and display the DJ Service; the “**DJ Service**” shall mean the Dow Jones newswires services, and any of them, subscribed to by Subscriber hereunder as listed on the Order Form; “**DJ Service Start Date**” shall mean the date from which Subscriber receives the applicable DJ Service; “**Dow Jones Feed**” shall mean the Dow Jones electronic feed of the DJ Service that Subscriber may use for accessing the DJ Service hereunder; “**Fees**” shall mean the total fees referenced in the Order Form, as payable pursuant to Section 3; “**Installation Address**” shall mean the address(es) of Subscriber’s office(s) in which a Display is located “**Order Form**” shall mean the attached order form identified as such and incorporating these terms and conditions by reference;; “**Term**” shall mean the initial period of this Agreement identified in the Order Form, and any subsequent renewal period, as applicable; “**User**” means any individual who has access to the DJ Service hereunder; “**Vendor**” shall mean the Dow Jones-authorized distributor that Subscriber has selected to deliver the DJ Service to Subscriber as identified on the Order Form; “**Vendor Delivery Fees**” shall mean the delivery fees for delivery of the DJ Service to Subscriber via the Vendor’s service, which fees are subject to increase from time to time during the Term to reflect any such increases required by the applicable Vendor.

3. Fees and Payment

(a) **Fees.** In exchange for the license granted above, commencing upon execution by both parties, , Subscriber shall pay Dow Jones for the Term the Fees, payable in advance, based on the DJ Services and the commercial terms contained in this Agreement. Dow Jones may modify its Fees hereunder in accordance with its modifications of its Fees to its subscribers generally from time to time, subject to the limitations and options in Section 14 below.

(b) **Late Payments.** Subscriber will make payment to Dow Jones in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Texas Government code, upon receipt of properly prepared invoices. Late payments will be subject to interest pursuant to the Texas Prompt

DOW JONES NEWSWIRE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

Pay Act. Subscriber must notify Dow Jones in writing of any questioned or disputed invoices within sixty (60) days of the due date of the invoice, otherwise Subscriber will be deemed to have agreed to the accuracy of the amount owed to Dow Jones..

(c) **Taxes.** Subscriber is a tax-exempt entity not subject to taxes

4. Subscriber-Developed Applications

Subscriber may develop and use its own Application, provided that (a) Subscriber has provided Dow Jones with a reasonable opportunity to review the design, presentation and functionality of the DJ Services on the Subscriber Application in advance to determine whether such Application is encompassed by the existing license grant or would require an enhanced license, and (b) Dow Jones has given its written approval of such Application before commercial launch and before any substantial changes to such design, presentation and functionality after commercial launch. Subscriber shall adhere to all written specifications provided by Dow Jones to Subscriber from time to time applicable to Applications generally concerning the receipt, access, use and display of the DJ Service.

5. Access and Related Charges

(a) **Vendor.** If the DJ Service is delivered to Subscriber via a Vendor, Vendor Delivery Fees may be charged to Subscriber by such Vendor and/or by Dow Jones. Subscriber shall be entitled to switch delivery of the DJ Service from one Vendor to another Vendor upon one month's prior written notice to Dow Jones.

(b) **Dow Jones Feed.** If the DJ Service is made available to Subscriber via the internet and/or a Dow Jones Feed, Subscriber shall pay Dow Jones' standard communications charges, the amount of which is determined based on the connectivity chosen by Subscriber and Dow Jones' standard rates, which are subject to change on 30 days' notice. Subscriber shall acquire, install, operate and maintain at Subscriber's expense all communications lines, equipment, software, services and related technology necessary to receive the DJ Service via the Dow Jones Feed and shall block access to and discard all newswires on the Dow Jones Feed other than the DJ Service.

6. Monthly Reports; Records

(a) **Vendors.** If the DJ Services are delivered to Subscriber by a Vendor, Subscriber agrees that Dow Jones may rely on such third-party vendor's monthly entitlement reports for billing purposes. Alternatively, Dow Jones may elect in its sole discretion to rely for billing purposes on Subscriber's submission of monthly reports as described in Subsection (c) hereof.

(b) **Dow Jones Feed.** If the DJ Service is made available to Subscriber via a Dow Jones Feed, upon Dow Jones' request Subscriber shall supply Dow Jones within twenty (20) days after the end of each month, monthly reports containing the information described in Subsection (c) hereof and any additional information that Dow Jones may reasonably request based on the particular commercial terms set out in the Order Form, in a form reasonably prescribed by Dow Jones and certified by an authorized representative of Subscriber.

(c) **Subscriber Reports and Records.** Throughout the Term, Subscriber shall maintain accurate records containing the foregoing information and the following: (i) the Office where at least one Display is located; and (ii) the total number of Displays at each Office; and (iii) the DJ Services received by Subscriber on each Display. Unless otherwise agreed in writing, Subscriber shall provide Dow Jones with reasonable access to such records with seven (7) days upon request.

7. Audits and Inspections

For the purpose of verifying compliance with this Agreement, Dow Jones (and Dow Jones' authorized representatives) shall have the right, during normal business hours upon reasonable advance notice and without material disruption to Subscriber's business, to audit and inspect from time to time Subscriber's offices, books and records relevant to the DJ Service and to observe the use made of the DJ Service and the manner in which each Display accesses the DJ Service. If Dow Jones' records, audits or inspections pursuant to this Section or otherwise indicate that (i) more users are accessing the DJ Service than Subscriber has paid for or (ii) more DJ Services are being accessed than Subscriber has been billed for, or (iii) Subscriber has in any other way underpaid (the "Underpayment"), Subscriber shall promptly remit to Dow Jones the total amount of such Underpayment. .

8. Mergers and Acquisitions

It is not the parties' intention that the Fees charged under this Agreement include any users, Displays or news services over which Subscriber or its successor entity assumes ownership or control through a merger, acquisition or other transaction ("Transaction"). If any such users, Displays or news services were already being licensed under separate agreement by or on behalf of Dow Jones at the time of the Transaction, they shall continue to be covered by such agreement in accordance with its terms. If any such users, Displays or news services were not already being licensed under separate agreement by or on behalf of Dow Jones at the time of the Transaction, any access by such users under this Agreement shall be subject to additional fees, which unless otherwise agreed shall be based upon Dow Jones' then-current listed prices; provided, however, that Subscriber may at any time give Dow Jones written notice requesting that different pricing be applied to such users hereunder and the parties shall thereupon enter into good faith negotiations over the pricing to be applied, taking into account such factors as the number of users to be added and the amount of time remaining under the existing Term following Dow Jones' receipt of Subscriber's notice. For the avoidance of doubt, the occurrence of a Transaction shall not entitle Subscriber to terminate this Agreement.

9. Copyright Protection; Use Restrictions; Security

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Subscriber agrees that the DJ Service and Dow Jones Feed specifications, including without limitation the editorial coding and metadata contained therein, are the property of Dow Jones or Dow Jones' licensors. *The works and databases included in the content of the DJ Service are protected by applicable copyright laws.* Subscriber agrees that only Authorized Users shall be permitted access to the DJ Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber's business may be Authorized Users. Subscriber shall not reverse engineer, decompile or disassemble any part of the DJ Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store (except as permitted under Section 1(d)(ii) for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the DJ Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without Dow Jones' express prior written consent. Subscriber may permit Subscriber's computers to make an electronic transient copy of the content in the DJ Service for the purpose of viewing the DJ Service on a Display. Other than to the extent necessary to view the DJ Service on a Display, and as permitted under Section 1(d)(ii), Subscriber may not archive the DJ Service, provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the DJ Service (a) in oral and (with proper attribution to the respective DJ Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the DJ Service itself. Subscriber agrees that when using the DJ Service in this way, the facts, content and intent of the DJ Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the DJ Service or Dow Jones. *In particular, Subscriber shall have no right pursuant to this Agreement to use the DJ Service for the development of algorithmic or automated trading applications nor shall Subscriber use the DJ Service in algorithmic or automated trading applications.*

10. Dow Jones Companion Services

Dow Jones may elect to provide Dow Jones NewsPlus, Dow Jones News Focus, Tomorrow's News Today and/or similar added-value services as companion services to Subscribers who subscribe to the Dow Jones News Service; in which circumstances such companion services shall be considered a part of the DJ Services. Dow Jones shall not, however, be obligated to continue to provide Subscriber with access to such companion services.

11. Indexes; CUSIP Data

(a) **Indexes.** Subscriber is not receiving index data under this contract.

(b) **CUSIP Data.** Subscriber agrees and acknowledges that it has been informed that the CUSIP data that may be included in the DJ Service is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Service Bureau, Standard & Poor's ("CSB") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Subscriber or any Subscribers in such materials or in any of the information contained therein. Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP data or any information contained therein, or any portion thereof that may be included in the Dow Jones Product. NEITHER CSB, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATA, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL THE CSB, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION HAVE ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CUSIP DATA NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL RESULTING THEREFROM. Subscriber acknowledges that it may be required to obtain a license from CSB in connection with the receipt of the CUSIP data (or any portion thereof) in the DJ Service. Subscriber shall be individually liable to CSB for any fees imposed by CSB in connection with the receipt by Subscriber of CUSIP data in connection herewith.

12. Disclaimer; Indemnity

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE DJ SERVICE(S), THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND DOW JONES DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY WARRANTIES CONCERNING THE DJ SERVICE BEING ERROR FREE OR THAT IT WILL OPERATE WITHOUT INTERRUPTION. IN PARTICULAR, BUT WITHOUT LIMITATION, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NONE OF THE DJ SERVICE, ANY PART OF IT AND ITS PROVISION CONSTITUTES ANY FORM OF ADVICE (INVESTMENT, TAX, OR LEGAL), RECOMMENDATION, REPRESENTATION, ENDORSEMENT OR ARRANGEMENT, AND NONE OF THE SAME SHOULD BE RELIED UPON BY ANY PERSON FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY INVESTMENT DECISION. NOTWITHSTANDING THE FOREGOING, DOW JONES SHALL INDEMNIFY SUBSCRIBER AGAINST ANY COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM BY AN UNRELATED THIRD PARTY THAT THE DJ SERVICE VIOLATES ANY UNRELATED THIRD PARTY'S COPYRIGHT, TRADEMARK OR PATENT RIGHTS, PROVIDED SUBSCRIBER GIVES DOW JONES PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM.

13. Limitation of Liability

DOW JONES AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE DOW JONES PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR ANY OF THE FOLLOWING TYPES OF LOSS: LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOST PROFITS, LOST SAVINGS, LOST REVENUES OR LOSS OF

DOW JONES NEWSWIRE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

REPUTATION OR GOODWILL; ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), HOWSOEVER ARISING AND WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE DOW JONES PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. [EXCEPT AS PROVIDED HEREIN], IN NO EVENT WILL THE LIABILITY OF THE DOW JONES PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ITS FORMATION OR TERMINATION) OR THE SUBJECT MATTER HEREOF EXCEED **125%** OF THE AGGREGATE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE DOW JONES PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

14. Term; Early Termination

The initial term of this Agreement shall be upon execution through 8/31/2011 unless extended or terminated as provided for in the Agreement. Upon written mutual agreement of both parties, this contract may be extended for three (3) additional two (2) year terms to commence on the first day after the original period. Such contract extension will be executed on an "Amendment to Texas Education Agency Contract Form" supplied by TEA. After the initial term, Dow Jones may, upon ninety (90) days written notice to Subscriber, amend the Agreement using an "Amendment to Texas Education Agency Contract Form" to modify the Fees and/or Delivery Fees for all or any portion of the Service. In no event will Dow Jones increase the Fees for the same Service more than once during any twelve (12) month period other than as necessitated by an increase in fees from Suppliers, and then only in the amount of such increase. If Subscriber elects to receive additional Service pursuant to Section 3 above, then the Fees may increase accordingly. This Agreement may be terminated as follows: (a) by Subscriber on thirty (30) days' written notice (b) by either party if the other party commits a material breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party ("Notice of Breach"), at which time the party giving such notice may then deliver a second written notice to the breaching party terminating this Agreement and the licenses granted hereunder with effect on the date specified in such second notice; or (c) by either party on written notice with immediate effect if a receiver is appointed over any assets of the other party or the other party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing or the other party ceases to carry on business.

15. Confidentiality

Subscriber and Dow Jones understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as "confidential" or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Each of us shall hold such information in confidence during the Term and for three (3) years thereafter and shall not, without the consent of the other, disclose it to a third party (other than to its agents or affiliates who need to know the same in connection with the provision of the DJ Services) or use it for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any Confidential Information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, unless prohibited from doing so then before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. If either party elects to file this Agreement with the U.S. Securities and Exchange Commission or any other securities exchange or market, regulatory authority or other body, unless prohibited from doing so the filing party will provide the non-filing party, no less than five (5) business days before the expected date of the filing (the "Filing Date"), a copy of the Agreement marked to show the sections for which the filing party plans to seek confidential treatment. The filing party agrees to expand its confidential treatment request to include those provisions of this Agreement reasonably indicated by the non-filing party before the Filing Date as provisions for which the non-filing party requests confidential treatment. All confidential information will remain the exclusive property of the owner. No public announcement, press release or communication concerning this Agreement shall be made without the prior consent of the other party.

16. Miscellaneous

Any notices from either party in relation to termination of this Agreement must be sent by registered post to the other party's Registered Office address, as well as to the notice address set out on the Order Form for notices being sent to Dow Jones and to an email address supplied by Dow Jones for this purpose. Any notices from Subscriber to Dow Jones of any changes in the number of Displays and/or DJ Services shall be sent by registered post to the notice address set out on the Order Form or by email or fax (details of which Dow Jones will provide to Subscriber from time to time), provided that any such notices sent by email or fax shall be deemed delivered only when acknowledged as having been received by Dow Jones. All other notices or communications hereunder shall be in writing, and delivered by either mail, facsimile or electronic mail to the address(es) set forth on the Order Form (or provided from time to time). Such notices will be deemed delivered and received on the date two business days after they were posted, if sent by mail, or on the date actually received if sent by facsimile or electronic mail. The parties acknowledge that Subscriber is responsible for notifying Vendor directly of any Vendor-related issues. This Agreement may not be amended except in writing executed by authorized representatives of Subscriber and Dow Jones. This Agreement contains the entire understanding of the parties and supersedes and terminates all prior oral or written agreements on the subject hereof. This Agreement is not transferable, assignable, delegable, or sublicenseable by Subscriber in whole or in part, without the prior written permission of Dow Jones. Without prejudice to Dow Jones' right to collect any additional Fees which may be due pursuant to Section 8, any assignment made without such consent shall be void and of no effect as between the parties to this Agreement. For purposes of this provision, any assignment by operation of law, order of any court or pursuant to any plan of merger, consolidation or liquidation shall be deemed an assignment for which prior written consent is required. No third party is a beneficiary of this Agreement. This Agreement will be

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binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns. The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 6(c) (for three (3) years), 9, 12, 13, 14, 15 (for three (3) years), and 16 of this Agreement and any payment obligations of Subscriber that accrue prior to such termination or expiration. Dow Jones is acting in performance of this Agreement as an independent contractor. Except if specifically stated in this Agreement, neither party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other party. Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter. If Subscriber breaches Section 1 of this Agreement, Dow Jones will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security. If any term of this Agreement (in whole or in part) is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of this Agreement and each provision shall be valid and enforced to the fullest extent permitted by law. This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Texas, United States of America ("Texas"), applicable to contracts made entirely within Texas and wholly performed in Texas, without regard to any conflict or choice of law principles. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by Dow Jones and Subscriber to attempt to resolve all disputes arising under this Agreement. Any failure or delay by either party in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of that party. This Agreement contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.



SUBSCRIPTION ORDER FORM (STANDARD RATES)

Please complete this Order Form and sign where indicated at the bottom of the page.

DOW JONES SERVICE(S)	MONTHLY FEES (US dollars unless otherwise stated)
Dow Jones News Service	These monthly charges are assessed on a step-tier basis. Dow Jones News Service \$820.00 User 1 \$109.00 Users 2-10 \$104.00 Users 11-50 \$ 93.00 Users 51-150 Minimum Number of Users: 5 Minimum Monthly Billing: \$1,256.00
Territory: AME CTR AM SOUTH	Billing Start Date: upon execution
Method of Subscriber access: Bloomberg, Factset	Set-Up Fees: n/a Other Charges: A delivery fee applies to each user per service as follows: Bloomberg \$10, Reuters \$10 for users 1-100/\$5 for users 101+, Thomson \$5 1-100 users/no fee 101+ users. Dow Jones Internet Products \$15.00
DURATION OF AGREEMENT (from Billing Start Date)	
The initial term of this subscription shall be upon execution through 8/31/2011 unless extended or terminated as provided for in the TEA Standard Contract. Upon written mutual agreement of both parties, this subscription may be extended for three (3) additional two (2) year terms to commence on the first day after the original period. Such extension will be executed on an "Amendment to Texas Education Agency Contract Form" supplied by TEA. There will no fee increase during the initial term.	

BY SIGNING BELOW, the parties agree to the foregoing and to the attached Dow Jones Newswires News License Agreement, which shall form part of this Agreement and shall have the same force and effect as if fully set out above. This Order Form does not change the terms and conditions of the TEA Standard Contract, or the Agreement attached herein. Capitalized words in this order form shall have the meanings given to them in the attached Dow Jones Newswires News License Agreement.

FOR AND ON BEHALF OF SUBSCRIBER	FOR AND ON BEHALF OF DOW JONES
By (signature): 	By (signature):
Print Name: Shirley Beaulieu	Print Name: Marc Bondi Susan Frein
Title: CFO	Title: Director, Business Operations Sales Operations Manager
Legal Name of Subscriber and Address for Notices: Texas Education Agency 311 3746 1701 N. Congress Austin, TX 78701 Attention: Holland Timmins	Address for Notices: 4300 US Route 1 North South Brunswick, NJ 08852 Attention: Barbara Sary
Date: 7-2-10	Date: 5/25/10



SPECIAL PROVISIONS - C Texas Education Agency HUB Subcontracting Plan (HSP) Instructions

In accordance with TGC § 2161.252, and 1 Texas Administrative Code, Part 5, Chapter 111, Subchapter B, Rule §111.14, the Texas Education Agency (TEA) has determined that subcontracting opportunities are probable under this contract. Therefore, all Respondents are required to complete and submit the HSP with their response (bid, proposal, offer or other applicable expression of interest). The following instructions correspond to the HSP which may be completed online or printed. The online form displays gray boxes that are accessed by hitting the TAB key. Type the requested information in the gray boxes, which contain character limits, and hit the TAB key to move to the next gray box.

Section 1 – Respondent and Solicitation Information, page 1

- a. Enter the Company name (up to 45 characters), the Federal Employee Identification Number (up to 15 characters), a company point of contact (up to 55 characters) and the company telephone number (i.e. XXX-XXX-XXXX).
- b. Check the corresponding box.
- c. Enter the TEA solicitation number (up to 60 characters, dashes may be included).

Section 2 – Subcontracting Opportunities, page 1

TEA has identified probable subcontracting opportunities by NIGP Class and Item codes. However, TEA acknowledges there may be additional subcontracting opportunities. Check the corresponding box. In the spaces provided, enter any additional portions of work, not identified by TEA, that you will be subcontracting (up to 55 characters). If you need additional space, use the TEA HSP Section 2 – Subcontracting Opportunities continuation page which may be accessed at <http://www.tea.state.tx.us/tea/hub/index.html>.

Section 3 – Respondent Subcontracting Opportunities, page 2

This page must be completed for each portion of work that you will be subcontracting. You may photocopy page 2 or download additional pages at <http://www.tea.state.tx.us/tea/hub/index.html>. Enter the corresponding subcontracting opportunity line number (up to three characters) along with the subcontracting opportunity description i.e. printing, freight (up to 85 characters).

Section 4 – Mentor-Protégé Program, page 2

Check the corresponding box.

Section 5 – Professional Services Contracts Only, page 2

Check the corresponding box.

Professional Services means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

Section 6 – Notification of Subcontracting Opportunity, page 2

For each subcontracting opportunity listed in Section 2, you must notify three or more HUBs that provide the type of work required for each subcontracting opportunity. Provide notice to minority or women trade organization or development centers to assist in identifying HUBs. Written notifications should include the scope of work, location to review specifications, bonding and insurance requirements, required qualifications and a contact person. You shall provide HUBs no less than five working days from their receipt of notice to respond prior to the submission of your response to TEA.

Section 7 – HUB Firms Contacted For Subcontracted Opportunity, page 2

In the table provided list the HUBs you notified regarding the subcontracting opportunity you will not be providing with your own resources; Company name (up to 50 characters), FEI# (up to 15 characters), Notice Date (M/D/YYYY), and check the corresponding box.

Section 8 – Subcontractor Selection, page 2-3

In the table provided list the subcontractor(s) you selected to perform the subcontracting opportunity; Company name (up to 50 characters), FEI# (up to 15 characters), Expected % of Contract (XX.X %), Approximate Dollar Amount (XXX.XX) and check the corresponding box. If you selected a non HUB, provide justification of your selection process (up to 125 characters per line).

Section 9 – Self-Performance Justification and Section 10 – Affirmation, page 3

These Sections must be completed if you stated in Section 2, that you will not be subcontracting any portion of the contract. Use the provided space (up to 125 characters per line) to explain how you intend to complete the entire contract with your own employees, materials, supplies and equipment.



SPECIAL PROVISIONS - C Texas Education Agency HUB Subcontracting Plan (HSP)

In accordance with Texas Government Code § 2161.252, Texas Education Agency (TEA) has determined that subcontracting opportunities are probable under this contract. Therefore, respondents including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to TGC § 2161.252 (b)

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13, are: **11.9% - for Heavy Construction other than building contracts, 26.1% - for all Building Construction, including general contractors and operative builders contracts, 57.2% - for all Special Trade Construction contracts, 20% - for Professional Services contracts, 33% - for all Other Service contracts and 12.6% - for Commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 – RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: Dow Jones & Company, Inc. State of Texas VID #: 11350349400
Point of Contact: Daniel Jamieson Phone #: 312.750.4161
- b. Is your Company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Solicitation #: _____

SECTION 2 – SUBCONTRACTING OPPORTUNITIES

TEA has identified probable subcontracting opportunities by NIGP Class and Item codes in the table below. However, TEA acknowledges there may be additional subcontracting opportunities. After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must identify what portion(s) of work, including goods or services, will be subcontracted.

Note: In accordance with 1 TAC §111.12, a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity.

Check the appropriate box regarding the subcontracting opportunity(s):

☐ - Yes, I will be subcontracting portion(s) of the contract.

(If Yes, in the spaces provided below, **list any additional portions of work, not identified by TEA, that you will be subcontracting***, and go to SECTION 3)

X- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (If No, complete SECTION 9 and 10)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(1)-	(6)-
(2)-	(7)-
(3)-	(8)-
(4)-	(9)-
(5)-	(10)-

*To list additional subcontracting opportunities, a continuation page is available at <http://www.tea.state.tx.us/tea/hub/index.html>

Enter your company's name:

Solicitation #:

IMPORTANT: You must complete a copy of this page for each portion of the contract that you will be subcontracting. You may photocopy this page or download copies at <http://www.tea.state.tx.us/tea/hub/index.html>.

SECTION 3 – RESPONDENT SUBCONTRACTING OPPORTUNITIES

Enter the line item number and description for the portion of work listed in SECTION 2, which you will be subcontracting.

Line Item #

Description:

SECTION 4 – MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor-Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a Good Faith Effort towards that specific portion of work.

Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐

- Yes, (If Yes, complete SECTION 8 and 10)

☐

- No/Not Applicable (If No or Not Applicable, go to SECTION 5)

SECTION 5 – PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐

- Yes (If Yes, complete SECTION 8 and 10)

☐

- No/Not Applicable (If No or Not Applicable, go to SECTION 6)

In accordance with TGC §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 – NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes a Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.tbpc.state.tx.us/cmb/cmbhub.html> and its HUB Directory, found at <http://www.tbpc.state.tx.us/cmb/hubonly.html> to identify available HUBs.¹
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.tbpc.state.tx.us/hub/minoritywomenbuslinks.htm>.¹
- Written notifications should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications and identify a contact person. Unless TEA has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to TEA.

SECTION 7 – HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice and if you received a response.¹

Company Name	VID #	Notice Date	Was Response Received
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 – SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB
				<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
				<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

¹ NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.

