

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number: 110	Program Name: Permanent School Fund Investments
Org. Code: 701	Legal/Funding Authority: Texas
Speed Chart: 7A006	Constitution, Article VII 701-16-047
Payee Name: Barra, LLC	Payee ID: 194-2993326
ISAS Contract #: 3698	PO #: 36981

## TEXAS EDUCATION AGENCY STANDARD CONTRACT

### ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between the Texas Education Agency ("TEA" or "Client"), a Texas State Agency, and Barra, LLC, a Delaware limited liability company with its principal place of business at 2100 Milvia Street, Berkeley, CA 94704 ("Contractor" or "Barra").

### ARTICLE II. PERIOD OF CONTRACT

TEA shall pay Contractor for the reasonable and approved costs incurred by Contractor in connection with the Contract Project (as specified in the Contract (as defined in the Special Provisions attached hereto) during the Initial Term beginning upon execution of the Contract and ending 08/31/19, unless extended or terminated as otherwise provided for in this contract. Upon written mutual agreement of both parties, this contract may be extended for two (2) additional two-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 \$346,666.67 for the performance of Contractor's functions and duties under this Contract for the Initial Term. 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, Program Specific Provisions
- Special Provisions B, Historically Underutilized Business Subcontracting Plan

§2252.901 of the Texas Government Code prohibits TEA 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. §2252.901 of the Texas Government Code does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm, or other business entity that the employee worked on while employed by the agency.

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.

**ARTICLE VI. ENTIRE CONTRACT**

This contract together with the documents including but not limited to Appendices, Attachments, Exhibits, Proposal Responses, and Special Provisions mentioned herein and incorporated by reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

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:  Authorized Signature  
Typed title:   
Alex G. Executive Director

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

Return three (3) copies with original signature to:  
Catherine A. Civiletto  
Deputy Executive Administrator  
Texas Education Agency  
  
400 West 15<sup>th</sup> Street 11<sup>th</sup> Floor  
Austin, Texas 78701

  
Kara Belew, Deputy Commissioner of Finance

**APPENDIX 1**

- A. The definition of terms in the General Provisions are incorporated herein.
- B. Subject to the qualifications below, Contractor affirms that to the best of its knowledge, Documents C, D, and F (other than references to Multi Asset Class capabilities) with respect to the responses to questions 10, 11, 12, 14, 20, 22, 23, 25, 26, 30, 31, 32, 38, 44, 48, 53, and 61 in Contractor's response (the "Barra Response") to the Request for Offers Equity Security Risk Measurement and Management Software for the Texas Permanent School Fund, with a closing date of June 13, 2016, and identified as RFO #701-16-047 (the "RFO"), were materially accurate when taken as a whole on the date of submittal and remain materially accurate when taken as a whole as of the date of this Contract. TEA and Contractor affirm that they have entered into this Contract after TEA selected Contractor based on the Barra Response and the goods and services described herein are materially within the scope of services set forth in Document E in such response.

The foregoing affirmations are subject to, and qualified in their entirety by (i) Contractor's reasonable interpretation of the questions and descriptions of the functional requirements set forth in, and within the framework of, the RFO; (ii) changes in the ordinary course with respect to numerical figures and personnel; and (iii) any and contrary or updated information that Contractor provided in writing to TEA, including the terms of this contract, which terms prevail to the extent they conflict with the Barra Response.

- C. Description of Services/Activities:

Subject to all terms and conditions set forth in the Contract, Contractor will provide the Texas Education Agency Texas Permanent School Fund Division (TPSF) a nonexclusive, limited, and revocable right to remotely access and use their Products via the ASP Services at the Location(s), only by the Named Users identified on the applicable Order Form that is attached herein.

License is limited to access for three (3) Users at the Texas Permanent School Fund Division located at 400 West 15<sup>th</sup> Street, 11<sup>th</sup> Floor, Austin, TX 78701.

- D. Fee Proposal: Annual fees for the Products specified in the Order Form will be payable to Contractor at the beginning of each contract year and are estimated not to exceed as follows:

The invoicing and payment cycles for the Initial Term (as described in Article II, page 1) of the contract are defined as follows:

Cycle	Contract Year for Invoicing	Fees
First Year	March 31, 2017 – August 31, 2017	\$130,000.00 annually (prorated accordingly)
Second Year	September 1, 2017 – August 31, 2018	\$130,000.00 annually
Third Year	September 1, 2018 – August 31, 2019	\$130,000.00 annually

The invoicing and payment cycles for the first renewal term are defined as follows:

Fourth Year	September 1, 2019 – August 31, 2020	\$136,500.00 annually
Fifth Year	September 1, 2020 – August 31, 2021	\$143,325.00 annually

The invoicing and payment cycles for the second renewal term are defined as follows:

Sixth Year	September 1, 2021 – August 31, 2022	\$150,491.25 annually
Seventh Year	September 1, 2022 – August 31, 2023	\$158,015.81 annually

The above annual fees for renewals are estimated to include permitted fee increases in accordance with Section 1.9 of the attached License Agreement. Such fee increases are equal to or less than the greater of 5% of the fees or the standard inflation measure in the country or currency union in whose currency such fees are denominated. For the purposes of this contract, the country is the United States and the currency is USD.

- E. Payment will be made upon submission of invoices which describe the services provided during the invoice period and associated costs including 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 herein.
- F. TEA is currently under contract for a desktop based Barra service and TEA will continue to use and pay for such service through the first to occur of (i) April 28, 2017 or (ii) the date on which the ASP Services under this Contract are fully executed. Fees for the first year will be prorated such that fees under this contract shall begin to accrue only upon such execution date. Upon such execution date, TEA will cease paying for the desktop based Barra platform. TEA will be invoiced accordingly.

## General Provisions

### A. Definitions: Definitions as used in these General Provisions:

- *Contract* means the entire document, 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;
- *Proposer or Respondent* may be used interchangeably in the competitive solicitation. Proposer and Respondent infer pre-solicitation award status and Contractor infers to post RFP award status.
- *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.
- *Major Contract* means any contract over \$10 million cumulative over the life of the contract.

B. **Contingency:** The Contract, including any amendments, extensions or subsequent contracts, is 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 of thirty (30) days to Contractor. Expenditures and/or activities for which Contractor may claim payment or reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. **Indemnification:** Contractor shall indemnify and hold harmless the State of Texas and TEA, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all damages, liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and TEA agree to furnish timely written notice to each other of any such claim.

This paragraph is not intended to and shall not be construed to require Contractor to indemnify or hold harmless the State or TEA for any claims or liabilities resulting from the negligent acts or omissions of TEA or its employees.

D. **Subcontracting and Substitutions:** Contractor shall not assign, transfer 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. TEA reserves the right to request changes in personnel assigned to the project. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of TEA Project Administrator.

E. **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.

F. **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a Request for Offer is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.

G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Offer, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.

H. **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. These records and

accounts shall be retained by Contractor and 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 seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

- I. **Audit:** Pursuant to Section 2262.154 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.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigations, including providing all records pertaining to this contract that are requested.

- J. **Information Security Requirements:** Contractor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Contractor discloses any TEA confidential information to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor. Whenever communications with Contractor necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Contractor shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Contractor's security policy to ensure that any data that is on the Contractor's servers is secure. Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Contractor shall ensure that any TEA Confidential Information in the custody of Contractor is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Contractor in accordance with this Contract. Electronic media used for storing any Confidential TEA Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Contractor is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Contractor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- Date and time of sanitization/destruction;
- Description of the item(s) and serial number(s) if applicable;
- Inventory number(s); and
- Procedures and tools used for sanitization/destruction.

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to Comptroller all sanitization documentation.

Access to Internal TEA Network and Systems

As a condition of gaining remote access to any internal TEA network and systems, Contractor must comply with TEA's policies and procedures. TEA's remote access request procedures will require Contractor to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Contractor must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Contractor must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Contractor's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.

Disclosure of Security Breach

Contractor shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential Comptroller information ("Security Incident").

Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

- (1) Description of the nature of the Security Incident;
- (2) The type of TEA information involved;
- (3) Who may have obtained the information;
- (4) What steps Contractor has taken or will take to investigate the Security Incident;
- (5) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (6) A point of contact for additional information.

Each day thereafter until the investigation is complete, Contractor shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- (1) Who is known or suspected to have gained unauthorized access to TEA information;
- (2) Whether there is any knowledge if TEA information has been abused or compromised;
- (3) What additional steps Contractor has taken or will take to investigate the Security Incident;
- (4) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (5) What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Contractor. If Contractor does not reimburse such costs within thirty (30) days of TEA's written request, then TEA shall have the right to collect such costs.

- K. 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.
- L. 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 thirty (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.
- M. State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of 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.
- N. HUB Subcontracting Plan:** Pursuant to 34 TAC 20.285-289 and TGC 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to the contracting agency monthly, in the format required by the Agency. The compliance report submission shall be required as a condition for payment. If the Contractor subcontracts any part of the contract in a manner that is not consistent with its HUB subcontracting plan, the selected respondent must submit a revised HUB subcontracting plan before subcontracting any of the work under the contract. If the Contractor subcontracts any of the work without prior authorization and without complying with this section, the Contractor is deemed to have breached the contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.
- O. Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract 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.

- P. **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.
- Q. **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.
- R. **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. The parties may agree to mediation of their dispute at any time. The Agency's participation in mediation or any other dispute resolution process shall not waive any of the Agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- S. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special 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.
- T. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance.
- U. **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 exempt 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.

To the extent that this Contract requires the creation or exchange of information that is not excepted from disclosure under the Texas Public Information Act, Contractor agrees to make all such information available to TEA for no additional charge in a format that is accessible by the public. Unless otherwise specified elsewhere in this Contract, the required format for the information will be an electronic flat file that can be (and, upon request from TEA, will be) delivered by Contractor and received by TEA through the parties' normal contact email addresses.

- V. **Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- W. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency'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.

- X. **Protests:** Any actual or prospective Bidder, Respondent, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.

If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.

- Y. **Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- Z. **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.
- AA. **Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not, and Contractor's employees assigned to TEA projects have not, been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA in writing as to the facts and circumstances surrounding the conviction.
- BB. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without express written consent of the TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment without notice to TEA will constitute a material breach of contract.
- CC. **Buy Texas:** When applicable under this Contract, in accordance with Texas Government Code Section 2155.4441, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
- DD. **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/briefing-room/presidential-actions/executive-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>.
- EE. **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 and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- FF. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- GG. **Confidential Information:** All information gathered, produced, derived, obtained, analyzed, controlled or accessed by Contractor in connection with this contract ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Contractor without the prior written consent of TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature of the disclosure for which consent is sought. 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 such Confidential Information. Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.

**HH. 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.

**II. Contractor Performance:** All state agencies must report unsatisfactory contractor performance on purchases over \$25,000. Any contractors 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 a 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. Any contractor 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 applicable 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, vendor performance may be used as a factor in future contract awards.

Contractor performance information is located on the CPA web site at:  
<https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

**KK. Amendments:** 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 and signed by both parties. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first.

**MM. Force Majeure:** Except as otherwise provided, neither Contractor nor TEA 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, fires, explosions, hurricanes, floods, failure of transportation 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.

**NN. Abandonment or Default:** If the Contractor defaults on the Contract, Texas Education Agency reserves the right to cancel without notice and either re-solicit or re-award the Contract to the next best responsive 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.

**OO. Payment:** Payment for services described in this Contract is contingent upon satisfactory completion of the services. Payment for goods or services purchased with appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Contractor no later than 30 days after the later of:

1. Day on which the Agency received the goods;
2. Date the performance of the service under the contract is completed; or
3. Day on which the agency received the complete and correct invoice for goods or services.

Invoices must be submitted to: [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) and to [PSFInvoices@tea.texas.gov](mailto:PSFInvoices@tea.texas.gov)

Additional information and a Direct Deposit Authorization application may be found at:  
<https://fm.xcpa.state.tx.us/fm/payment/index.php>

1. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an invoice, properly prepared and certified. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports.
2. Contractor may seek payment only for those goods that have been ordered by TEA and services that have been rendered to TEA by the ending date of this Contract.
3. If Contractor who is indebted or owes delinquent taxes to the State will have any payments under the Contract applied toward the amounts owed the State until all such amounts are paid in full, regardless of when the debt or delinquency was incurred. 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 may verify their account status by accessing the Comptroller's website at:

[https://fmx.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons\\_indebted](https://fmx.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted)

JJ. **Notices Point of Contact and Escalation:** 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, CFA  
Executive Administrator and CIO  
Permanent School Fund  
Texas Education Agency  
1701 N. Congress Avenue  
Austin, TX 78701

**CONTRACTOR**  
Legal Department - General Counsel  
Barra LLC  
7 World Trade Center  
250 Greenwich St.  
New York, NY 10007

*The Texas Government Code and Family Code sites referenced in this document may be viewed at:*  
<http://www.statutes.legis.state.tx.us/>

*The Texas Administrative Code site referenced in this document may be viewed at:*  
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac)

**SPECIAL PROVISIONS - A**

- 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. The following documents are of a program nature and are incorporated herein by reference and are therefore made a part of this Contract:

License Agreement (LA_00200322.0)	Pages 16 through 24
Order Form for Portfolio Risk Management Products (OF_00200323.0)	Pages 25 through 28
Support Exhibit	Page 29
Addendum to the License Agreement (OF_00200323.0)	Pages 30 through 31

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

- E. The parties have agreed to changes in some of the General Provisions in this Contract. Each of these changes as set forth below shall apply to this Contract notwithstanding anything to the contrary in any other provision of this Contract.
  - 1. The definition of Contract in Paragraph A is hereby deleted in its entirety and replaced with the following: "*Contract or Agreement* means TEA's Standard Contract (including the Appendix 1 attached thereto) and all of the attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions, *License Agreement* and the *Order Form* attached to the Special Provisions), amendments and extensions of or to TEA's Standard Contract;"
  - 2. The definition of Agency or TEA in Paragraph A is hereby deleted in its entirety and replaced with the following: "*Agency or TEA or Client* means the Texas Education Agency;"
  - 3. The definition of Contractor in Paragraph A is hereby deleted in its entirety and replaced with the following: "*Contractor or Barra* means the party or parties to this Contract other than TEA, excluding such party and such party's officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;"
  - 4. The definition of Major Contract in Paragraph A is hereby deleted in its entirety.
  - 5. Paragraph C (Indemnification) is hereby deleted in its entirety.
  - 6. Paragraph D (Subcontracting and Substitutions) is hereby modified as follows: "Contractor shall not subcontract any of its rights or responsibilities under the Contract without prior formal written amendment properly executed by both Contractor and TEA. For the avoidance of doubt, Contractor's data providers shall not be considered subcontractors. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of TEA Project Administrator."
  - 7. Paragraph E (Encumbrances/Obligations) is hereby deleted in its entirety.
  - 8. Paragraph F (Contractor's Proposal) is hereby deleted in its entirety and Section B of Appendix 1 of the TEA Standard Contract is provided in lieu thereof.
  - 9. Paragraph G (Requirements, Terms, Conditions, and Assurances) is hereby deleted in its entirety and Section B of Appendix 1 of the TEA Standard Contract is provided in lieu thereof.
  - 10. Paragraph H (Records Retention) is hereby deleted in its entirety and replaced with the following: "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. For purposes of this Contract,

such records shall include all invoices and schedules. Such records shall be retained during the terms of the Contract and for three (3) years thereafter."

11. Paragraph I (Audit) is hereby deleted in its entirety and replaced with the following: "Pursuant to Section 2262.154 of the Texas Government Code, (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."
12. Paragraph J (Information Security Requirements) is hereby deleted in its entirety and Article 9 of the License Agreement will govern.
13. Paragraph K (Sanctions for Failure to Perform or for Noncompliance) is hereby deleted in its entirety and Section 5.4 of the License Agreement will govern the parties' rights with respect to material breach of the terms of the Contract.
14. Paragraph L (Refunds Due to TEA) is hereby deleted in its entirety and Section 5.3 of the License Agreement will govern the Contractor's responsibility regarding refunds due to TEA.
15. Paragraph M (State of Texas Laws) is hereby deleted in its entirety. Section 11.7 of the License Agreement will govern.
16. Paragraph O (Signature Authority; Final Expression; Superseding Document) is hereby deleted in its entirety and replaced with the following: "TEA and Contractor certify that the person signing this Contract on its 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."
17. Paragraph P (Antitrust) is hereby deleted in its entirety and replaced with the following: "By signing this Contract, Contractor, represents and warrants that, during the procurement process for this Contract, 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."
18. Paragraph Q (Family Code Applicability) is hereby deleted in its entirety and replaced with the following: "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."
19. Paragraph R (Dispute Resolution) is hereby deleted in its entirety. Section 11.7 of the License Agreement will govern.
20. Paragraph S (Interpretation) is hereby deleted in its entirety.
21. Paragraph T (Compliance with Laws) is hereby deleted in its entirety.
22. Paragraph U (Public Information) is hereby deleted in its entirety and replaced with the following: "Notwithstanding the foregoing or anything else to the contrary herein, Contractor acknowledges that TEA is required to provide access to certain records in accordance with the provisions of the Texas Public Information Act Ann. Sec. 552 et seq. (Vernon 2004 and Supp. 2007) (formerly known as the Open Records

Act). TEA agrees that it shall not publicly disclose or permit public inspection of the Service unless such information is requested pursuant to the Texas Public Information Act and TEA shall promptly notify Contractor when records relating to this Agreement or the Service are requested as permitted by Texas law so that Contractor may pursue procedures available under applicable Texas law to protect the Service from being publicly disclosed. Contractor agrees that TEA shall have no obligation or duty to advocate the confidentiality of any content or the Services to the Texas Attorney General or to any other person or entity. It is Contractor's sole obligation to advocate in good faith the confidential or proprietary nature of any information it provides pursuant to this Agreement, and Contractor understands that the Texas Attorney General may nonetheless determine that all or part of such information must be publicly disclosed."

23. Paragraph W (Venue and Jurisdiction) is hereby deleted in its entirety and Section 11.7 of the License Agreement will govern.
24. Paragraph X (Protests) is hereby deleted in its entirety and replaced with the following: "Any actual or prospective Bidder, Respondent, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. The Director will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested, unless the Director finds that good cause for delay is shown or determines that a protest or appeal raises issues significant to the TEA's procurement practices or procedures. The protest document must meet with all requirements in applicable law and Agency's rules set forth in Title 19 of the Texas Administrative Code, at § 30.2002. If the protest procedure results in a final determination by the Director that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Director may declare the contract void at inception."
25. Paragraph Y (Liability for and Payment of Taxes) is hereby deleted in its entirety. Section 4.1 of the License Agreement will govern.
26. Paragraph Z (Severability) is hereby deleted in its entirety. Section 11.11 of the License Agreement will govern.
27. Paragraph AA (Felony Criminal Convictions) is hereby deleted in its entirety.
28. Paragraph BB (Assignment of Contract) is hereby deleted in its entirety and Section 11.1 of the License Agreement will govern assignment of the Contract.
29. Paragraph CC (Buy Texas) is hereby deleted in its entirety.
30. Paragraph AA (Felony Criminal Convictions) is hereby deleted in its entirety.
31. Paragraph EE (Suspension and Debarment) is hereby deleted in its entirety and replaced with the following: "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. Contractor certifies or acknowledges that:
  - a. Pursuant to Texas Government code, Section 2155.004(a), the Contractor has not received compensation for participation in the preparation of specifications for the RFO. Under Section 2155.004, Government Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
  - b. Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or

reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

- c. Contractor is in compliance with Texas Government Code, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency."
32. Paragraph FF (Collusion) is hereby deleted in its entirety.
33. Paragraph GG (Confidential Information) is hereby deleted in its entirety. Section 10 of the License Agreement will govern the treatment of proprietary or confidential information.
34. Paragraph MM (Force Majeure) is hereby deleted in its entirety and replaced with the following: "Neither Contractor nor TEA 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 any causes that are beyond the reasonable control of either party (including but not limited to acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other) 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."
35. Paragraph NN (Abandonment or Default) is hereby deleted in its entirety.
36. Paragraph OO (Payment) is hereby deleted in its entirety and replaced with the following:

Payment for goods or services purchased with appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Contractor no later than 30 days after the later of:

1. Day on which the Agency received the goods;
2. Date the performance of the service under the contract is completed; or
3. Day on which the agency received the complete and correct invoice for goods or services.

Invoices must be submitted to: [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) and to [PSFInvoices@tea.texas.gov](mailto:PSFInvoices@tea.texas.gov)

Additional information and a Direct Deposit Authorization application may be found at: <https://fmxcpa.state.tx.us/fm/payment/index.php>.

1. Unless otherwise stated, payment under this Contract will be made upon submission of an invoice, which describes the services provided during the invoice period and associated costs, including the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports.
2. Contractor may seek payment only for those goods that have been ordered by TEA and services that have been rendered to TEA by the ending date of this Contract.
3. If Contractor is indebted or owes delinquent taxes to the State, then the State's Comptroller may, in accordance with § 403.0551 of the Texas Government Code, apply any payments under the Contract toward the amounts owed the State until all such amounts are paid in full. 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 may verify their account status by accessing the Comptroller's website at: [https://fmxcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons\\_indebted](https://fmxcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted)

## LICENSE AGREEMENT

This License Agreement (“License Agreement”) is made and entered to be effective as of the Commencement Date set forth below between Barra, LLC, a Delaware limited liability company with its principal place of business at 2100 Milvia Street, Berkeley, CA 94704 (“Contractor” or “Barra”), and the Client identified on the signature page hereto (“TEA” or “Client” and, together with Barra, the “Parties”). Client’s affiliated entities and units expressly named in each Order Form shall be included in the definition of “Client” and shall have the same rights and obligations of Client under this License Agreement, subject to the limitations in such Order Form. Terms defined or described in the applicable Order Form(s) shall have the same meaning when used herein.

### 1. **DEFINITIONS.**

- 1.1. “**Agreement**” or “**Contract**” means TEA’s Standard Contract (including the Appendix 1 attached thereto) and all of the attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions, as well as this *License Agreement* and the *Order Form* attached hereto), amendments and extensions of or to the Standard Contract.
- 1.2. “**Consulting Services**” means any services that are ordered by Client on an Order Form for Consulting Services.
- 1.3. “**Data**” means the models and data distributed in any form by Barra which Client receives pursuant to the Agreement.
- 1.4. “**Deliverables**” means any materials or technology developed for Client by Barra and/or its subsidiaries or affiliates as a result of performing Consulting Services
- 1.5. “**Derived Materials**” means any research, reports, computational results, information or material obtained or derived by Client in whatever form from the use of the Products.
- 1.6. “**Documentation**” means installation and user guides, manuals, operation instructions, requirements, specifications, training and other documentation in any form (e.g., hard copy, electronic, or otherwise) provided by Barra for use of the Products.
- 1.7. “**Flat-File Data**” means Data that is licensed by Barra on a standalone basis and is not intended by Barra to be used with the Software.
- 1.8. “**Order Form**” means each Order Form, signed by the Parties, by which Client contracts to receive Products from Barra pursuant to this License Agreement. The terms of each Order Form relate only to the Products set forth in that specific Order Form.
- 1.9. “**Permitted Increase**” means any increase in Fees (i) equal to or less than the greater of 5% of the Fees or the standard inflation measure in the country or currency union in whose currency such Fees are denominated, (ii) due to any addition of Products, Users, Locations or Upgrades or other enhancements or Versions for which Barra generally charges additional fees, or (iii) due to changes in the fees charged to Barra by its Vendors.
- 1.10. “**Products**” means the Software and Data specified on the applicable Order Form(s), any Vendor software or content, Documentation and Deliverables including any of the foregoing items downloaded by Client via Barra’s website (<http://www.msci.com> and its subdomains). The term “Products” also refers to and includes any and all derivative works, translations, and adaptations of all, a part of, or any component thereof.
- 1.11. “**Service Pack(s)**” means a release of a Product made generally available at no extra charge to licensees of the Product that primarily contains bug fixes to the current Version of the Product but that may also have minor improvements.
- 1.12. “**Software**” means the software proprietary to Barra or any of its affiliates or subsidiaries, in object code form only, that Client receives pursuant to the Agreement, and any Service Packs, Upgrades and the media therefore.
- 1.13. “**Support**” means Barra’s standard support relative to the Products, in whatever form, as more fully described on the applicable Order Form and any other services (other than Consulting Services) that Barra elects to provide to Client with respect to the Products.

- 1.14. “Upgrade” means a release of a Product made generally available to licensees of the Product that contains significant improvements to the current Version of the Product.
- 1.15. “User(s)” means the individual employees or agents of Client that are authorized to use the Products in accordance with the Agreement regardless of whether the individual(s) actively use(s) the Products at any given time. The individual(s) designated as User(s) by Client may be changed pursuant to changes in personnel or responsibilities as long as the Authorized Number of Users specified in the applicable Order Form(s) is not exceeded.
- 1.16. “Vendors” means certain third parties that have granted Barra the right to use and distribute their data, software, or other proprietary property.
- 1.17. “Version” means a specific release number for a Software program or model, including Upgrades and Service Packs.

## **2. GRANT OF LICENSE.**

- 2.1 Products.** Barra grants Client a nonexclusive, nontransferable, limited, and revocable right to use the Products solely for its internal purposes with respect to assets owned or directly managed by Client or with respect to Client’s own brokerage or trading accounts or those of Client’s brokerage or trading customers.
- 2.2 Restrictions on Use.** Client may not use the Products in any manner not expressly permitted by the Agreement. All rights not specifically granted in the Agreement are expressly reserved by Barra. Without limiting the generality of this Section 2.2, Client shall not:
- a. publish, transfer, display or grant direct or indirect access to any Product or Derived Materials to any third party who is not a User or to any person outside the Location(s);
  - b. copy the Products except to install a copy of the Software at each Location or for backup, testing or archival purposes;
  - c. modify, improve, manipulate, translate, reverse-engineer, decompile or disassemble any Product or any part thereof;
  - d. use the Products or Barra’s or a Vendor’s name in connection with a prospectus or the creation, issuance, offer, or promotion of a financial instrument or security;
  - e. use any Data, other than Flat-File Data, in a configuration or with software not specified in the applicable Order Form or use any Data, including Flat-File Data, with any third party software;
  - f. use any Product for the benefit of a third party other than with respect to third parties whose assets are managed by Client or who have brokerage or trading accounts with Client;
  - g. use, evaluate, or view any Product for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, which performs functions similar to, or that compete with, the functions performed by any Product(s);
  - h. distribute, display, transmit, or make available to a third party any security identifiers (including but not limited to CUSIPs, ISINs or RICs) or Barra identifiers delivered with the Data, without first obtaining written consent directly from the owner of such identifiers;
  - i. use any Product in a manner that would substitute for the addition of a User or a license or purchase of any portion of a Product (for example, use any Data to create a separate or substitute database); or
  - j. cause, permit, or authorize others to do any of the above.
- 2.3 Change of Vendors, Content, Format or Platform.** Barra may, in its sole discretion, change its Vendors and amend or otherwise change the content and format of the Products or the operating system platform upon which any of the Products are offered or delivered. Barra shall notify Client of any such change to the extent that the change materially and adversely affects the Products (a “Material Product Change Notice”), in which case Client shall have the rights described in Section 5.3 below.
- 2.4 Reporting Requirements and Audit Rights.** Upon written request from Barra, no more than once in any twelve (12) month period, Client shall submit a report to Barra signed by an authorized Client representative certifying the Locations where the Products licensed under the Agreement are being used and the number of persons using

the Products. Client shall, during the term of the Agreement and for a period of one (1) year thereafter, keep and maintain full and complete records and books of account related to its activities under the Agreement. During the term of the Agreement and for a period of one (1) year thereafter, Barra shall have the right, on no more than one occasion in any consecutive twelve (12) month period, to audit (either by itself or by engaging an independent auditor reasonably acceptable to Client) the records of Client to ensure compliance with the terms of the Agreement, provided that Barra provides Client with no fewer than thirty (30) days notice of such audit. Unless otherwise agreed to by the Parties, the audit shall be conducted on Client's premises, shall take place during business hours and shall not unreasonably interfere with Client's activities. Barra shall bear the cost of the audit; provided, however, that in the event the audit reveals an underpayment to Barra in excess of five percent (5%) or a breach by Client of Section 2.2 Client shall reimburse Barra the reasonable out-of-pocket costs of the audit, including reasonable attorney fees and costs, if any. In the event the audit discloses an underpayment Client shall also pay the amount of such underpayment to Barra in accordance with Section 4.1. Any information obtained by Barra during such audit shall be deemed "Confidential Information" as defined in Article 9 and Barra shall not use or disclose such Confidential Information except to: (i) verify Client's adherence to, and for the purpose of enforcing Barra's rights under, the Agreement; or (ii) provide reports on Client's usage to Vendors as required by Barra's agreements with such Vendors.

### **3. DELIVERY**

Barra will deliver one copy of the Products to the Delivery Location(s), and will periodically send one copy of updated Data to the Delivery Location(s) or make the updated Data available to Client for electronic retrieval. Risk in the Products will transfer to Client upon delivery to Client at the Delivery Location (whether by physical or electronic means). Barra will provide to Client, at no additional charge, any Service Packs or Upgrades to the Products that Barra makes generally available at no additional charge to its clients that have contracted to receive such Products. Client must promptly install such Service Packs and Upgrades upon receipt and discontinue use of all prior Versions of the Products. Barra may cease providing Data and Support for any Product Version at any time more than sixty (60) days after delivering any Service Pack or Upgrade that supersedes the Version of the Product currently in use by Client.

### **4. FEES AND PAYMENT.**

- 4.1. **Payment of Fees.** Client shall pay to Barra the Fees as set forth in the applicable Order Form(s) and as described by the invoicing cycles on the TEA Standard Contract Appendix 1. The Fees are subject to change by Barra at any time upon thirty (30) days' written notice to Client; provided that during the Initial Term of any Order Form the Fees shall not change unless due to (i) any addition made through an amendment to this Agreement of Products, Users, Locations or Upgrades, or other enhancements or Versions for which Barra generally charges additional fees (which, for the avoidance of doubt, does not include those optional additions shown and priced on the attached Order Form because such optional additions already specify the applicable additional fees), or (ii) changes in the fees charged to Barra by its Vendors and provided further that Barra may increase the Fees after the Initial Term as long as such increase is a Permitted Increase. All Fees and expenses are due and payable in accordance with the Texas Government Code Chapter 2251, Prompt Pay Act. Client hereby warrants and represents that it is a state agency that is not subject to taxation.
- 4.2. **Additional Data Fees.** Notwithstanding Section 4.1, Client acknowledges that certain Data available from Barra may require that Client obtain separate additional consents or agreements and/or pay additional fees imposed by a Vendor at any time for receipt of such Data through Barra. Accordingly, in the event any such consents, agreements or fees are required by a Vendor, Client agrees to be solely responsible for (i) obtaining and complying with all necessary consents or agreements; and (ii) paying, as applicable, either directly to the Vendor or through Barra any applicable fees (including any increases in such fees). Barra does not represent or warrant that Client will be able to obtain any or all necessary Vendor consents or agreements. Notwithstanding anything to the contrary in the terms of use, click-through, or other agreement required to access any website or electronic system maintained by or for Barra, each and every one of the obligations of Client is made subject to this agreement and any and all of its obligations and restrictions as an agency of the State of Texas, including, without limitation, any obligations or restrictions under the Texas Public Information Act (Tex. Gov't Code chapter 552), the Texas Open Meetings Act (Tex. Gov't Code chapter 551), State of Texas record retention laws and schedules adopted pursuant to such laws, and sovereign immunity and 11th Amendment rights (which are reserved and not waived by conduct). Certain Software may enable importation and use of data not provided under an Order Form.

Client is solely responsible for obtaining any required authorization to import or use such data, and for any fees and any technical and support issues in connection therewith.

**5. TERM AND TERMINATION.**

- 5.1. **Term and Renewal.** This License Agreement shall be effective from the Commencement Date until terminated pursuant to this Article 5. Any termination of this License Agreement shall terminate all related Order Forms. Each Order Form shall be effective from the Start Date specified therein until the end of the Initial Term specified therein unless this License Agreement or the applicable Order Form is terminated pursuant to this Article 5 prior to the end of such Initial Term. Upon written mutual agreement of both parties, this License Agreement and all related Order Forms may be extended for up to two (2) additional two-year terms, with the first renewal term to commence on the first day after the Initial Term, unless terminated as provided in this Article 5.
- 5.2. **Termination by Client.** Client may, upon written notice to Barra, terminate its use of any Product within thirty (30) days after receipt of notice of an increase in the Fees for such Product(s) under Section 4.1 unless such increase is a Permitted Increase. If after thirty (30) days no such Client notice is received by Barra, Client will be deemed to have accepted all changes in the Fees pursuant to Section 4.1. Client's right of termination hereunder only applies to the Product(s) subject to the notice provided pursuant to Section 4.1.
- 5.3. **Termination Upon Material Product Change.** Client may, upon written notice to Barra, terminate its use of any Product(s) within thirty (30) days after receipt of a Material Product Change Notice from Barra regarding such Product(s). Barra may, upon written reasonable notice to Client, terminate any Order Form(s) with respect to any Product if Barra loses a Vendor and such loss materially affects the Product(s) or if Barra generally discontinues any Product(s). Upon any termination in accordance with this Section 5.3, Client shall receive a pro rata refund of Fees prepaid for the terminated Product(s) and Barra shall have no other liability to Client hereunder with respect to changes to, or discontinuation of, the terminated Product(s).
- 5.4. **Termination for Breach.** Either Party may terminate the License Agreement and/or any applicable Order Form(s) if the other Party materially breaches the License Agreement and/or such Order Form(s) and fails to cure the breach within thirty (30) days after receiving written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld if the breaching Party is endeavoring in good faith to cure the breach. Notwithstanding the foregoing, Barra may in its discretion terminate the Agreement immediately, and Client shall not be afforded the opportunity to cure the breach, (i) if Client breaches any of the provisions contained in Section 2.2, Articles 9 or 10, (ii) subject to Section 7.1, if any third party brings a claim against Barra (or if Barra in good faith expects a third party to bring a claim against Barra) over any matter arising from or in connection with Client's use of the Products, Consulting Services or Support or (iii) upon a willful misappropriation of Barra's or a Vendor's intellectual property.
- 5.5. **Effect of Termination.** Upon any termination or expiration of the License Agreement and/or any applicable Order Form(s): (a) the Product licenses under any terminated or expired Order Form shall terminate; (b) Client will return to Barra or, upon Barra's request, certify as destroyed all versions and copies of the Confidential Information received by Client (as defined in Section 9.1), and (c) the Parties' rights and obligations with respect to any terminated or expired Order Form under Sections 2.2, 2.4, this Section 5.5, Articles 7, 8, 9, 10, and 11, and, subject to Section 5.4, any payment obligations that accrued on or prior to the effective date of termination shall survive.

**6. CONSULTING SERVICES AND ADDITIONAL SUPPORT.**

The Fees for the Products shall include Support for Users as set forth in the applicable Order Form. If Client requests additional support beyond the contractual Support, Barra shall provide such additional services in accordance with a separate consulting services agreement at Barra's then current consulting services fees.

**7. LIMITED WARRANTY, INFRINGEMENT INDEMNIFICATION AND DISCLAIMER OF WARRANTIES.**

- 7.1. **Limited Warranty and Infringement Indemnification.** Barra warrants that it has all rights required to permit Client to use the Software and any Deliverables pursuant to the Agreement without infringing any copyright,

patent or trade secret of any third party. Barra shall defend at its expense any claims brought against Client alleging breach of the foregoing warranty, and will pay any costs and damages finally awarded against Client in such action or constituting a settlement of such claim, provided, however, that (i) Client notifies Barra promptly in writing of such claim; (ii) Barra has sole control of such defense and any settlement thereof; and (iii) the claim does not arise out of any breach by Client of the Agreement. Client shall have the right at its own expense to participate in the defense of any such claim through counsel of its own choosing, and shall in any event cooperate fully with Barra at Barra's expense in the defense of such claim. If any Software is held or is believed by Barra to infringe any copyright, patent or trade secret of any third party, Barra shall have the option, at its expense, to (a) modify the Software or Deliverable to be noninfringing; or (b) obtain for Client a license to continue using the Software or Deliverable, or (c) terminate the license for the infringing Software or Deliverable and any Products rendered unusable by such termination, and refund to Client the Fees paid for such Products, prorated from the date they became unusable. **The above states Barra's entire liability and Client's exclusive remedy for breach of the warranty in this Section 7.1 and for any other claims of infringement.**

- 7.2. **Disclaimer of Warranties.** Except for the warranty in Section 7.1 above, which is made by Barra alone, **BARRA, THE VENDORS AND THE SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED REGARDING THE PRODUCTS, THE ASP SERVICES AND SUPPORT (AND ANY RESULTS TO BE OBTAINED FROM THE USE THEREOF), INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY, TIMELINESS, COMPLETENESS, AND ORIGINALITY, NONINFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE OR THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION, AND THE PRODUCTS, THE ASP SERVICES AND SUPPORT ARE PROVIDED "AS IS."** Neither Barra nor any of the Vendors warrant that the Products, the Consulting Services or the Support shall be uninterrupted, free from error or from unauthorized hidden programs introduced into the Products without their knowledge, or that the Products, Consulting Services or Support shall meet the needs of Client or resolve any problems encountered by Client. Client acknowledges and agrees that (i) the Products contain a number of analytical tools that should only be used by sophisticated investment professionals having professional experience in matters relating to investment activity and the Products; and (ii) there is no representation or guaranty made by either Barra or any of the Vendors that the financial instruments identified by the Products or the Support shall perform in a manner that is consistent with their historical characteristics or assure the profitability or utility of forecasts or expected values. Neither Barra nor any Vendor shall be deemed to be providing investment management, broker-dealer, supervision or advisory services. As such, Client acknowledges that the Products are only intended to act as a basic market information and intelligence tool and for the avoidance of doubt, none of the information and material forming part of the Products (including but not limited to, the Data) is intended to constitute investment advice or a recommendation to make (or refrain from making) any kind of investment decision. Client shall not use or continue to use the Products if to do so would result in the breach of any applicable local laws or regulations within Client's jurisdiction.

## 8. **LIMITATION OF LIABILITY.**

- 8.1. **Limitation of Barra's Liability.** Except with respect to Barra's indemnification obligations (and then only to the extent Barra is required to indemnify) in Section 7.1, under no circumstances shall Barra or any Vendor or Service Provider be liable to Client under any contract, tort, or other legal or equitable theory for (i) any lost profits, savings, data or use; (ii) inability to use, loss of, and/or corruption of the Data or other data within Client's control, computer malfunction, delays, or interruption of services, or of the ASP services or a Barra website, whether or not claimed to have arisen from any of the Products; (iii) any claim or action against Client by a third party; (iv) any indirect, incidental, special, consequential, cover, or punitive damages or costs; (v) any interruption, delay, downtime in delivery, or degradation in performance of the Products, ASP Services or the Support; or (vi) any damages resulting from a cause or condition beyond the reasonable control of Barra or any Vendor or Service Provider. Without limiting the foregoing sentence, the maximum collective liability of Barra, the Vendors and the Service Providers to Client and Client's exclusive remedy under any contract, tort, or other legal or equitable theory for all damages or other amounts, regardless of the form of the action, shall be the amount of Fees paid under the applicable Order Form(s) during the twelve (12) month period preceding the date such damages were incurred. Such limits shall apply whether or not Barra or the Vendors and/or Service Providers have been advised of or could have foreseen the possibility of such damages. Client shall not bring any

action, regardless of form, arising out of or in connection with the Agreement against Barra and/or any Vendor or Service Provider more than one (1) year after the cause of action has accrued.

- 8.2. **Client's Obligation to Barra.** Client is solely responsible for using the Products, Consulting Services and Support, for itself or in providing services to its own clients, and for ensuring the accuracy and adequacy of the results of such use and services. Client assumes the entire risk of any use made of the Products, Consulting Services and Support and shall have full responsibility for any decisions and/or analyses in which any element of the Products, Consulting Services or Support may be used or relied upon. Any reliance by Client or others upon the Products, Consulting Services or the Support will not diminish that responsibility. Accordingly, neither Barra nor any Vendor (nor any of their respective affiliates, directors, officers, employees or agents) shall be liable to Client for any and all claims, liabilities, losses and expenses (including legal, accounting and other professional fees and expenses) in connection with any claim or action by Client or any third party arising out of or relating to the use of the Products, Consulting Services or Support, or any third party data used with the Products, or relating to any decisions or analyses arising out of such use. Solely to the extent such claim relates to a breach by Barra of the warranty under Section 7.1, Client's responsibilities under this Section 8.2 do not supersede Barra's responsibilities under Section 7.1 above.

## 9. CONFIDENTIAL INFORMATION.

- 9.1. **Definition and Exclusions.** "Confidential Information" collectively means (i) with respect to Client, whether disclosed in writing, orally or otherwise, specific information concerning the portfolios and specific assets and holdings of Client and its customers; (ii) with respect to Barra, whether disclosed in writing, orally or otherwise, the Products, methods in providing Consulting Services or Support, information concerning current and future Barra products, services, and pricing, the terms of the Agreement, any account login and other related information required for Users to access and use information through Barra's website ([www.msci.com](http://www.msci.com)) and any sub domains thereto, and the data of any Vendor; and (iii) with respect to either Party, any other written information or material that is clearly marked as confidential at the time of its disclosure. Excluded from the foregoing definition of "Confidential Information" shall be information and materials that (a) is or becomes a part of the public domain through no fault of the receiving Party; (b) can be affirmatively demonstrated in documentary form to have been in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party, directly or indirectly, from the disclosing Party or any other party who is bound, directly or indirectly, by an obligation or duty of confidentiality to the disclosing Party; (c) can be affirmatively demonstrated in documentary form to have been lawfully disclosed to the receiving Party by a third party who is not and/or does not represent or act for a person or entity who is bound, directly or indirectly, by an obligation or duty of confidentiality to the disclosing Party; (d) can be affirmatively demonstrated in documentary form to have been independently developed by the receiving Party without use of any of the disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to a duly served legal process or a requirement of a governmental agency or law, in which case the receiving Party shall, prior to any disclosure pursuant to such legal process or requirement, give prompt written notice to the disclosing Party that either specifically references or includes a copy of such legal process or requirement, and the receiving Party shall use all reasonable efforts, in good faith, to attempt to provide the disclosing Party the opportunity to quash or abate such legal process or compliance or to seek a protective order, but at the expense of the disclosing Party. Notwithstanding anything herein to the contrary, basic information regarding number of users and locations of the Products licensed by Client may be disclosed to Vendors as part of Barra's required reporting to such Vendors.
- 9.2. **Confidentiality Obligations.** Each Party shall hold in strict confidence all Confidential Information disclosed to it, and (i) neither Party shall alone or by directing, cooperating with, or acting in concert with others, use, disclose, publish, disseminate, or otherwise make available any aspect of the Confidential Information of the other except as permitted by the Agreement; and (ii) each Party shall use the same degree of care and security as such Party takes with its own comparable confidential information and materials, that in no event shall be less than the care that would be exercised by a reasonably prudent business under similar circumstances, and that, at a minimum, shall require such Party to obligate all users and other persons having access to the Confidential Information of the other to enter into standard confidentiality agreements with protections substantially similar to those set forth in this Article 9.
- 9.3. **Equitable Relief.** Each Party agrees that remedies at law are inadequate to protect the other or the Vendors in the event of a violation of a Party's or Vendor's intellectual property or confidentiality rights, and that in addition to

any other remedies which may be available to the non-breaching Party or Vendor, the non-breaching Party or the Vendors may seek injunctive and other equitable relief for breach of the terms of the Agreement.

- 9.4. **Due Diligence.** From time to time during the Initial Term or any renewal or extension thereof, Barra shall, upon Client's request, make appropriate members of Barra's staff available for meetings (whether in person or via teleconference or videoconference) with Client to review Barra's administrative, technical and physical safeguards designed to (i) protect against unauthorized access to or use of Client's data, (ii) minimize anticipated threats or hazards to the security or integrity of Client's data; and (ii) ensure compliance with all laws and regulations applicable to Barra.

10. **PROPRIETARY RIGHTS.**

Client acknowledges that Barra and/or the Vendors are the exclusive owners of all proprietary rights (including without limitation all intellectual property rights) in the Consulting Services, the Products, any Upgrades, Service Packs or other enhancements thereto and all modifications or derivatives thereof and no ownership interest in the Consulting Services or the Product is hereby conveyed to Client. Client will take reasonable measures to protect the proprietary rights (including without limitation the intellectual property rights) of Barra and the Vendors in the Consulting Services and the Products. The Consulting Services and the Products may include the trademarks and other proprietary notices of Barra and/or the Vendors. Client shall not remove any trademark, copyright, trade secret, or other proprietary notice from any of the Consulting Services or the Products or other Confidential Information, whether belonging to Barra or a Vendor.

11. **MISCELLANEOUS.**

- 11.1 **Assignment.** Neither Party may assign any of its rights or obligations under the Agreement, by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign the Agreement, in whole or in part, without the other Party's consent, to (a) any entity which controls, or is controlled by, or is under common control with the assigning Party, (b) any entity resulting from any merger or consolidation with the assigning Party, or (c) any person or entity which acquires substantially all of the assets of the assigning Party as a going concern; provided that (x) if Client desires to make any assignment pursuant to this Section 11.1, it shall first so notify Barra in writing and Barra shall have the right to refuse such assignment for competitive reasons in its absolute discretion, and (y) Barra may change the Fees for any Products based on changes in the types and locations of use, and in the number of users, assets under management or any other factors upon which Barra bases its fees for the Products. If Barra assigns this Agreement to any third party (other than an affiliate of Barra), then within a six (6) month period beginning on the first to occur of the date of such assignment or the first invoice delivered after such assignment, Client may terminate this Agreement by providing at least thirty (30) days prior written notice to both Barra and such third party assignee. In addition, any payment under this Agreement due or payable to such third party assignee will not be due until such third party assignee executes an amendment to this Agreement on a TEA Standard Contract Amendment form.

- 11.2 **Notices.** All notices required or permitted to be given by one Party to the other under the terms of the Agreement will be sufficient if given via hand delivery or if sent via first class mail, certified mail or recognized overnight delivery service to the address of the Party appearing in the applicable Order Form and the TEA Standard Contract, or if not so set forth, to the address for the Party on the last page of the License Agreement, or by facsimile or electronic mail if followed by first class mail. For purposes of the Agreement, written notice shall be deemed to be given (i) three (3) days after deposit in first class mail or certified mail; (ii) one (1) day after sent via recognized overnight delivery service; and (iii) upon receipt if hand delivered or sent via facsimile or electronic mail. All notices required or permitted to be given by Barra under the Agreement will be sent to Client's Business Contact specified in the TEA Standard Contract and applicable Order Form. All invoices shall be sent to Client's Billing Contact specified in the TEA Standard Contract and applicable Order Form. All notices required or permitted to be given by Client under the Agreement shall be sent to Barra's Business Contact specified in the TEA Standard Contract and applicable Order Form with a copy to Barra's Legal Contact. Client shall immediately notify Barra in writing if there is any change in the identity of the Business Contact or Billing Contact. If Client fails to provide such notice to Barra, all notices sent to the attention of the Business Contact named in the applicable Order Form shall be deemed sufficient under the terms of the Agreement, whether or not such notice is actually received by Client.

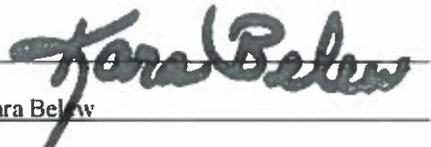
- 11.3 Relationship Between the Parties.** Barra and Client are independent contractors and nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes, and neither Party is granted any express or implied authority by the other to assume or create any obligation or responsibility on behalf of or in the name of the other Party, or to bind the other Party in any manner or thing whatsoever.
- 11.4 Entire Agreement; Modification.** Each Party has read the Agreement and agrees to be bound by its terms. The Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications or representations relating hereto whether written or oral. No modification or waiver of the Agreement shall be binding unless it is written and signed by both Parties.
- 11.5 Waiver.** The waiver by either Party of any breach by the other Party of any of its obligations hereunder or the failure of either Party to exercise any of its rights in respect of such a breach shall not be deemed a waiver of any previous or subsequent breach.
- 11.6 Headings.** The section headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect the Agreement.
- 11.7 Governing Law and Jurisdiction.** The Agreement will be governed by the laws of the State of California without regard to conflict of law principles. Licensee hereby represents that it cannot waive its right to a jury trial pursuant to Texas law and therefore does not waive any such right hereunder. The Parties hereto agree that the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by Client and Barra to attempt to resolve all disputes arising under this Agreement, provided that the parties hereto are free to attempt to use any other dispute resolution process (including but not limited to litigation in a court of competent jurisdiction) after the parties have attempted to resolve any applicable dispute arising under this Agreement upon the conclusion of the Chapter 2260 process, subject to Licensee's sovereign immunity (which is not waived by this Agreement or by conduct). The Parties expressly disclaim the application of the Uniform Computer Information Transactions Act.
- 11.8 Attorneys' Fees.** Intentionally omitted
- 11.9 Export Controls.** Barra and Client acknowledge that the law and regulations of the United States and other jurisdictions may restrict the export and re-export of technical data of United States origin, including the Products, Consulting Services and Confidential Information. Client agrees that it will not export or re-export any of the Products, Consulting Services or Confidential Information, or any portion thereof in any form without the appropriate United States and foreign governmental approvals. Neither Barra nor any Vendor (nor any of their respective affiliates, directors, officers, employees or agents) shall be liable to Client for any and all claims, liabilities, losses, and expenses (including legal, accounting, and other professional fees and expenses) arising from or relating to Client's breach of this Section 11.9.
- 11.10 Counterparts.** The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but collectively will constitute one and the same instrument.
- 11.11 Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be deemed modified so as to have the most nearly similar permissible economic or other effect in order to be valid and enforceable, or, if no such modification is possible, then the Agreement shall be enforced only to the extent that it is not invalid or is not otherwise unenforceable and all other provisions of the Agreement shall remain in full force and effect.
- 11.12 Third Party Beneficiaries.** Each Vendor is a third party beneficiary hereunder to the extent required to enable such Vendor to enforce its proprietary rights in the Software the applicable use restrictions, and the disclaimers, liability limitations and other provisions that benefit the Vendors herein. Except for the provisions of the prior sentence, nothing in the Agreement shall create any legal right or benefit for a third party.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Commencement Date set forth below.

**BARRA, LLC**

**TEXAS EDUCATION AGENCY**

Signed: 

Signed: 

Name: \_\_\_\_\_

Name: Kara Belov

Title: Alex Gill  
Executive Director

Title: Deputy Commissioner of Finance

Principal Place of Business

1701 North Congress Ave.  
Austin, Texas 78701  
United States

Commencement Date of this License Agreement: 31-March-2017

**ORDER FORM**  
for  
**PORTFOLIO RISK MANAGEMENT PRODUCTS**  
and  
**BARRA PORTFOLIO MANAGER PRODUCTS**

This Order Form for Portfolio Risk Management Products and Barra Portfolio Manager Products ("Order Form") is entered into as of the Start Date specified below, between Barra, LLC, with its principal office at 2100 Milvia Street, Berkeley, CA 94704, U.S.A., ("Barra"), and the Client identified below ("Client"). This Order Form shall be governed by the License Agreement identified below, including any amendments, exhibits or addenda attached thereto. The Parties to this Order Form accept the respective rights and obligations under the License Agreement of Barra and the Client. Terms defined in the License Agreement shall have the same meanings when used herein. To the extent a provision in this Order Form conflicts with a provision contained in the License Agreement, the provision contained in this Order Form shall control with respect to this Order Form.

1. **CLIENT.** For purposes of this Order Form, "Client" shall mean only the following specific department(s) or unit(s) of the following entity with the understanding that other departments or units located at the same Location shall not be entitled to use the Products pursuant to this Agreement:

Texas Education Agency

2. **LOCATION(S).** For purposes of this Order Form, "Location(s)" shall mean only the Client address(es) specified below where the Products are authorized for use:

400 West 15th Street, 11th Floor  
Austin, Texas, 78701

3. **DELIVERY LOCATION.** For purposes of this Order Form, "Delivery Location" shall mean the address specified below where the Products will be shipped, or if no address is specified then the first Location specified above. If multiple Locations are specified above, Barra shall deliver one copy of the Products to the Delivery Location and the Client shall be responsible for copying the Products and delivering the copies to the other Locations.

- |                 |                                |  |   |
|-----------------|--------------------------------|--|---|
| 4. <b>TERM.</b> | <b>Start Date:</b> 31-Mar-2017 | <b>Initial Term:</b> Through 31-Aug-2019 | <b>Renewal Period:</b> As per Sec. 5.1 of the License |
|-----------------|--------------------------------|--|---|

5. **GOVERNING LICENSE AGREEMENT.** License Agreement LA\_00200322.0 between Barra, LLC and Texas Education Agency.

6. **PRODUCTS.**

**PORTFOLIO RISK MANAGEMENT PRODUCTS**

For purposes of this Order Form, "Products" shall include the Software and/or Data specified below. Except for Data designated as "Flat File Data" below or as otherwise specified herein, each Data item is licensed as part of a "Set" and may be used only with Software in the same Set. Some Software may be licensed on a stand-alone basis without corresponding Data. Each Software item may be used only on the Platform specified below, and each Software and Data item may be used only by the applicable number of Users set forth below. The Products may only be used on a microcomputer, internal network or other multiple-user environment of Client that is compatible with the Products.

**BARRA PORTFOLIO MANAGER**

For purposes of this Order Form, "Products" shall include the Software and/or Data specified below. The Software and Data items may only be used in connection with each other (i.e., except as provided below, the Data may only be used with Barra-provided Products, and vice-versa, as opposed to any use with third party software or data). Each Product may be accessed and used only by the Users identified below. The following definitions shall apply to User types:

Construction Users may use the Data and all Software capabilities, including optimization, rebalancing, strategy development, alpha modeling, and back testing.

Analysis Users may use the Data and Software capabilities excluding any optimization, rebalancing, strategy development, alpha modeling, and back testing capabilities. For the avoidance of doubt, Analysis Users may be able to access all Data and Software capabilities, however Client agrees that the use of the Data and Software by Analysis Users shall be limited as aforesaid.

Reporting Users may only view reports created by other User types in pre-defined workspaces or in hard copy form. Reporting Users may not have any interactive access to the Software and/or Data and may not create or edit workspaces. For the avoidance of doubt, Reporting Users may be able to access additional Data and Software capabilities, however Client agrees that the use of the Data and Software by Reporting Users shall be limited as aforesaid.

Client may add additional users within Client's Equity Team from time to time at no additional cost. Client will inform Barra if Client wishes to add additional users outside of Client's Equity Team or to convert existing users to different user levels, which may be charged for by Barra and will be subject to the signing of a new order form between the Parties.

Set No.	Product	Platform	Software	Data (Type and Geographical Market)	Authorized No. of Users / Named Users
1	Portfolio Risk Management	Aegis	Barra Optimizer Portfolio Manager	GEM3 Long Horizon - Ongoing USSLOW Long Horizon - Ongoing GEMLT Long Horizon - Ongoing	3 Karim Hirani, Andrew Bunker, Jared Stout
2	Portfolio Management	Barra Portfolio Manager	Barra Portfolio Manager Level I BPM High Volume Reporting-Basic Barra Optimizer	GEMLT Long Horizon - Ongoing USSLOW Long Horizon - Ongoing GEM3 Long Horizon - Ongoing	
<input type="checkbox"/> Check if Aegis Developer Toolkit (ADT) is licensed pursuant to this Order Form (a Developer's Toolkit Addendum must be attached)					
<input type="checkbox"/> Check if Third Party Distributor Data is licensed pursuant to this Order Form (a Third Party Distributor Addendum must be attached)					

7. **FEES.** "Fees" shall mean the amounts specified below and any other amounts required by additional agreements or addenda hereto which the Parties agree to in writing. All Fees shall be paid annually in advance.

Products	Annual Fees
Barra Optimizer via Aegis Portfolio Manager via Aegis GEM3 Long Horizon - Ongoing via Aegis USSLOW Long Horizon - Ongoing via Aegis GEMLT Long Horizon - Ongoing via Aegis Portfolio Manager - User Fees via Aegis  Barra Portfolio Manager via Barra Portfolio Manager Level I BPM High Volume Reporting-Basic via Barra Portfolio Manager Barra Optimizer via Barra Portfolio Manager GEMLT Long Horizon - Ongoing via Barra Portfolio Manager USSLOW Long Horizon - Ongoing via Barra Portfolio Manager GEM3 Long Horizon - Ongoing via Barra Portfolio Manager BPM Analysis User via Barra Portfolio Manager	
<b>Total</b>	<b>\$130,000.00</b>
<input type="checkbox"/> Check if any of the Products are to be provided by brokers and the corresponding Fees paid using Soft Dollars (a Soft Dollar Addendum must be attached).	

8. **CONTACT INFORMATION.** In order for Barra to be able to deliver the Products to the Client, the Client shall first provide Barra with all required invoicing and user details. Personal information, such as business contact information, of Client's personnel will be used by MSCI Inc. and its subsidiaries and affiliates (together, "MSCI Group") to provide the products and services hereunder, to provide information about MSCI Group's future products and services, and to manage the business relationship between MSCI Group and Client. Such information will be stored and processed globally in MSCI Group's internal systems and/or third-party systems hosted on MSCI Group's behalf, including MSCI Group's contact databases and finance systems. MSCI Group will maintain an information security program, which includes physical, technical and administrative/organizational measures, designed to protect data against unauthorized use or disclosure.

Client's Business Contact	Client's Billing Contact	Client's Legal/Contract Admin.
Name: Karim Hirani	Name: Catherine A. Civileto	Name: Catherine A. Civileto
Address (if different from above):	Address (if different from above):	Address (if different from above):
Phone: (512) 463-9163	Phone: (512) 463-9201	Phone: (512) 463-9201
Fax: (512) 463-9432	Email: <a href="mailto:PSFInvoices@tea.texas.gov">PSFInvoices@tea.texas.gov</a> with a copy to	Fax: (512) 463-9432
Email: <a href="mailto:karim.hirani@tea.texas.gov">karim.hirani@tea.texas.gov</a>	Email: <a href="mailto:TeaAccountspayable@tea.state.tx.us">TeaAccountspayable@tea.state.tx.us</a>	Email: <a href="mailto:Catherine.civileto@tea.texas.gov">Catherine.civileto@tea.texas.gov</a>

Barra's Business Contact	Barra's Billing Contact	Barra's Legal Contact
Name: Bryan Murphy	Attn: Revenue Operations Manager	Attn: General Counsel
101 California Street, Suite 910 San Francisco, CA 94111 USA	7 World Trade Center 250 Greenwich Street, 49th Floor New York, NY 10007 USA	7 World Trade Center 250 Greenwich Street, 49th Floor New York, NY 10007 USA
Phone: +1 415 836-8834	Phone:	Phone:
Email: <a href="mailto:bryan.p.murphy@msci.com">bryan.p.murphy@msci.com</a>	Fax:	Fax:

9. **NOTES.**

- 9.1 By signing this Order Form, the parties acknowledge and agree that the Order Form with the Start Date of 1-Sep-1998 (internal Barra reference: OF\_04145) is hereby terminated and replaced in its entirety by this Order Form.
- 9.2 During the Initial Term, Client may license the following additional Products for the annual fees specified below (prorated as applicable):

Product	Fee
Performance Attribution – Aegis/BPM	\$45,000
Stress Testing for BPM Clients	\$25,000
Asset Descriptors- GEMLT	\$50,000
Custom Report Templates	\$25,000

Client acknowledges that a separate Order Form shall be required to license the above-referenced Products; and, such fees shall be subject to increase as permitted under the License Agreement.

- 9.3 Client may request access to third party indexes through the Products from time to time by sending an email to Barra at: [mscianalyticsapprove@msci.com](mailto:mscianalyticsapprove@msci.com). For the avoidance of doubt, (i) any such permissioning is subject to any and all consents or agreements required by the relevant Vendor, (ii) Client's use of such indexes is subject to the relevant terms and conditions in the Agreement and any agreements with the relevant Vendor, and (iii) access to such indexes may be terminated at any time if required by the Vendor. If, any time, any such indexes require the payment of fees or Vendors require Barra to have the clients sign separate terms and conditions, then Client will be required to sign separate Order Forms for such indexes that address the foregoing.
- 9.4 The availability of equity models and the amount of historical data (the "Data (Models)") available in the Barra Portfolio Manager platform may differ from what is currently available in the Barra Aegis software.
- 9.5 The Client may periodically have access to beta versions of the Products (the "Beta Products"). The following terms shall apply to such Beta Products: Client's usage of such Beta Products shall be subject to the terms and conditions of this Agreement. Client will evaluate and test the Beta Products and report to Barra the results of such evaluation and testing, including any problems found in the Beta Products, comments on the Beta Products' performance and functionality, and suggested improvements. Barra may incorporate such Client feedback into Barra's Products without any compensation to or retention of any proprietary claim by Client. Barra shall be the exclusive owner of all proprietary rights in such Products. Barra shall have no obligation to provide installation services, maintenance or enhancements or upgrades (including production releases) of the Beta Products. Barra has disclosed, and Client

expressly understands and agrees, that: (i) the Beta Products are unreleased versions for evaluation and testing purposes only and may contain bugs, defects and errors, and (ii) the Beta Products are not expected to contain the functionality or functions of the version(s) of such products that Barra may make available for commercial distribution. **THE BETA PRODUCTS ARE EXPERIMENTAL IN NATURE AND ARE NOT SUITABLE FOR PRODUCTION USE.**

9.6 Client undertakes to and represents and warrants that it will comply with all applicable laws and regulations when using the Products including without limitation banking secrecy and data protection legislation (collectively, "Applicable Laws"). Client shall not input, add, upload and/or store in the Product any unencrypted data relating to any of its customers, which are protected by any Applicable Laws ("Protected Data"). Client agrees that Barra may store or process data in jurisdictions which do not protect banking secrecy or afford sufficient data protection and that Barra will not be in a position to screen the data to avoid the input, addition, upload and/or storage of Protected Data in the Product. Client represents and warrants that to the extent any unencrypted Protected Data is input, added or uploaded in the Product, Client shall have obtained all necessary prior waivers to do so under all relevant Applicable Laws. Client agrees that Barra shall not be liable in case of any disclosure of Protected Data and that Barra shall not be deemed to be an agent of the Licensee in respect of Protected Data under any Applicable Laws. Neither Barra nor any Vendor (nor any of their respective affiliates, directors, officers, employees or agents) shall be liable to Client for any breach of this Section 9.6 by Client.

9.7 For the avoidance of doubt, Client may be able to access Data and Software other than what Client is specifically licensed for. However, Client acknowledges and agrees that it will only access or use the Data and Software for which it is specifically licensed under Section 5 of this Order Form. Client will inform Barra if it wishes to alter its usage of the Product, which may be charged for by Barra and will be subject to the signing of a new order form between the Parties.

**9.8 Standard & Poor's CUSIP SERVICE BUREAU**

To the extent any of the Products include CUSIP identifiers, Client agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, the American Bankers Association ("ABA", and CUSIP Global Services ("CGS") (CGS is operated on behalf of the ABA by S&P Capital IQ), and that no proprietary rights are being transferred to Client in such materials or in any of the information contained therein. Any use by Client outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

Client agrees that Client shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by CGS.

NEITHER CGS, 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 DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Client agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above. Notwithstanding anything to the contrary herein, the foregoing terms and conditions shall not affect, but shall be subject to, any direct agreement between (i) Client and (ii) CGS or ABA.

Upon acceptance by both Parties, this Order Form shall be effective as of the Start Date specified above.

**Barra, LLC**

By: \_\_\_\_\_



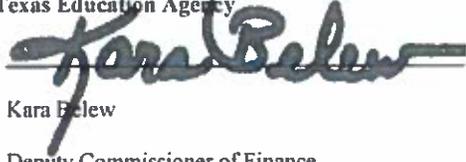
Alex Gill  
Executive Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Client: Texas Education Agency**

By: \_\_\_\_\_



Name: Kara Belew

Title: Deputy Commissioner of Finance

## **SUPPORT EXHIBIT**

### **A. 24x5 Hour Global Support Desk**

Barra operates a 24x5 Global Support Desk from its offices worldwide. This is the first point of contact for any question or problem concerning a Barra product. The support analysts are available Monday 01:30 a.m. Coordinated Universal Time (UTC)/GMT to Saturday 01:30 a.m. UTC/GMT ("Business Hours") to assist with common technical, data, product-usage and model-related questions. The Support Desk has direct access to other resources within Barra that can address more detailed questions or issues.

### **B. Technical Services Group**

The Barra Technical Services group consists of technical analysts for troubleshooting technical issues. The Technical Services group is also available during Business Hours.

### **C. Client Support Website**

The client support website offers a variety of services and information including access to Product home pages, current update status, a searchable database of solved problems, and an extensive library of research papers, model handbooks, technical support documentation and user guides.

**Addendum  
to the  
License Agreement  
between  
Texas Education Agency and  
Barra, LLC (formerly known as Barra, Inc.)**

This is an Addendum to the License Agreement between Texas Education Agency (the "Client") and Barra, LLC (formerly known as Barra, Inc.) ("Barra") dated 31-March-2017 solely with respect to the Barra Portfolio Manager products listed in the Order Form dated 31-March-2017 between Barra and Client ( the "Order Form").

The following definitions shall apply to this Addendum:

- "ASP Services" means the services, systems, equipment and software utilized by Barra or its Service Providers to deliver the Products to Client hereunder, including but not limited to, hosting, co-location, network services and the operation and maintenance of such systems and services. "ASP Services" shall be included in the definition of the term "Products" as such term is used in the Agreement.
- "Authorization Information" means account login and other related information (e.g., Client IDs, user IDs and passwords) required for Users to access and use the Products.
- "Service Providers" means independent third parties who may provide certain essential aspects of the ASP Services, such as network services, hosting or co-location providers.
- "Software" means the applicable Software set forth in the Order Form that is proprietary to Barra or any of its affiliates or subsidiaries that the Client accesses through the ASP Services."

The parties hereby agree to amend the License Agreement solely with respect to the Barra Portfolio Manager products only as follows:

1. The grant of license is deleted and replaced with: "Barra hereby grants Client a non-exclusive, limited and revocable right to remotely access and use the Products via the ASP Services at the Location(s), only by the Named Users identified on the applicable Order Form and only pursuant to the terms of this Agreement and the terms of the applicable Order Form."
2. The following additional restriction on use is added: "Client shall not use network monitoring or discovery software to determine the website architecture, or extract information about usage or Users or preclude or hamper the right of Barra to view files that log the number of users accessing the Products or Client's usage of the Products; or".
3. In addition to any rights Barra has in the Agreement to change or modify the Products, Barra may also, in its sole discretion, change its Service Providers and amend or otherwise change the content and format of the Software and ASP Services or amend its privacy and security policies or the Platform upon which any Software is offered.
4. The applicable delivery section of the License Agreement is deleted in its entirety and replaced with the following:

System and Equipment Configuration.

Client shall be solely responsible for the procurement, installation, operation, maintenance, testing and all expenses and costs of the necessary hardware, software and services (including, but not limited to, telecommunications lines, Internet access, equipment, browser software and the maintenance of proper browser software settings) (collectively, the "Client Systems") necessary to connect to the ASP Services and use the Products. Barra shall incur no liability for Client's inability whatsoever to use the Products and/or losses suffered by Client attributable to Client Systems (including but not limited to, loss of data and loss of use).

Barra shall not be responsible for Client's failure to maintain the published minimum system configurations required for access and use of the ASP Services and Products.

Client expressly acknowledges that Barra utilizes Service Providers for certain essential aspects of the ASP Services. As such, the Products shall be unavailable during any scheduled or unscheduled downtime established by or caused by Service Providers.

Barra shall provide Client with the initial Authorization Information to access and use the Products. Client shall maintain the confidentiality of the Authorization Information and shall not allow Users to share the Authorization Information with any person who is not a User. Client is solely responsible for all activities that occur from use of the Authorization Information provided to it (including activity or usage resulting from use of Authorization Information by third parties other than Client, such as fraudulent use).

5. The terms set forth in the Disclaimer on Warranty, Limitations on Liability and Indemnification sections shall also apply with respect to the ASP Services and any Service Providers in the same manner that such terms currently apply to the Products and Vendors.
6. Barra's "Confidential Information" shall also include the Authorization Information and Barra's methods in providing the ASP Services.
7. The following new section is hereby added: "Client acknowledges that the Internet and other networks (including private networks in the control of Service Providers) are potentially unreliable and unsecure dissemination mechanisms, and therefore Barra is unable to guarantee the uptime, availability, performance, security, privacy and timeliness of access of any Product, the ASP Services or other content via the ASP Services. Barra is not responsible for complying with the privacy policies or the terms of use of any third party website(s) which may be linked to by the Products. Client shall be solely responsible for reviewing and complying with such terms."

Except for the modifications set forth above, which shall apply to the Barra Portfolio Manager products only, the Agreement shall remain in full force and effect.

BARRA, LLC

By: \_\_\_\_\_



**Alex Gill**  
Executive Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Texas Education Agency

By: \_\_\_\_\_



Name: Kara Belew

Title: Deputy Commissioner of Finance

Effective Date: 31-March-2017





# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §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 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

### - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contract expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

### SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Barra LLC

Point of Contact: Bryan Murphy

Email Address: Bryan.P.Murphy@msci.com

State of Texas VID#: \_\_\_\_\_

Phone #:+1 415 836-8834

Fax#: \_\_\_\_\_

b. Is your Company a State of Texas certified HUB?

- Yes

- No

c. Requisition #: \_\_\_\_\_

Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

DOCUMENTS

MSCI CONFIDENTIAL INFORMATION. FOR YOUR INTERNAL USE ONLY. NO REDISTRIBUTION 56RFO 701-16-047



Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT**

When dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services and delivery, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)

- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>five (5) years or less</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u>	Percentage of contract expected to be subcontracted to Non-HUBs
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/roc/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>five (5) years or less</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u>	Percentage of contract expected to be subcontracted to Non-HUBs
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

MSCI is a publicly traded company (under the ticker symbol MSCI on the NYSE). MSCI is not a HUB, as defined. MSCI's applications are developed and maintained in-house. However, we work with many firms to increase the value our clients derive from our products, including benchmark vendors, data providers, data center and data aggregators.

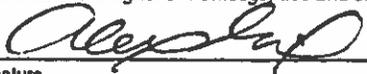
**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

*\*All statements within the Offer are,*

*to the best of the signer's knowledge, true and correct*

  
Signature

Alex Gil  
Printed Name

Executive Director  
Title

06/10/16  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

**DOCUMENTS**



## a. HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: \_\_\_\_\_ Requisition #: SE

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-qle-achm-a.pdf>.

### SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

### SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/14

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf> or <http://procurement/proc/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)  
 - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice 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. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

DOCUMENTS



# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/14

Enter your company's name here: _____	Requisition #: _____
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**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

**DOCUMENTS**





# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

## SECTION A PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

## SECTION B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_ Bid Open Date: (mm/dd/yyyy) \_\_\_\_\_  
Requisition #: \_\_\_\_\_

## SECTION C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:  
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than \_\_\_\_\_ Central Time on \_\_\_\_\_ (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:  - Not Applicable

4. Bonding/Insurance Requirements:  - Not Applicable

5. Location to review plans/specifications:  - Not Applicable

