

**AMENDMENT No. 1  
TO AN AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND SCANTRON CORPORATION**

This Amendment No. 1 (“Amendment”) serves to amend the Agreement for a course evaluation tool, effective August 25, 2017, between The Texas A&M University System (“System”) and Scantron Corporation (“PROVIDER”), and is effective July 1, 2020 (“Amendment Effective Date”). System and PROVIDER agree to amend the agreement as follows:

**2. TERM OF THE AGREEMENT**

This agreement shall be extended for the period beginning September 1, 2020 and ending on August 31, 2022.

**3. PUBLIC INFORMATION**

D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**12. MISCELLANEOUS**

S. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

T. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

U. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.

- V. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor 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.
- W. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

**EXHIBIT B – PRICING**

Pricing is amended to include the following:

<b>Platinum License/subscription pricing by tier</b>	<b>Annual Hosted Subscription *</b>	<b>Perpetual/On Premise**</b>	<b>Annual Assurance for Perpetual license***</b>
0-2,500 FTE	\$7,600	\$15,170	\$2,736
2,501 to 5,000	\$11,585	\$18,690	\$3,370
5,001 to 7,500	\$12,330	\$28,260	\$5,096
7,501 to 10,000	\$15,657	\$36,290	\$6,544
10,001 to 15,000	\$21,350	\$48,499	\$8,746
15,001 to 20,000	\$27,125	\$64,175	\$11,572
20,001 to 25,000	\$32,295	\$77,510	\$13,977
25,001 to 30,000	\$35,980	\$86,175	\$15,539
30,001 to 40,000	\$42,525	\$96,899	\$17,474
40,001 to 50,000	\$51,599	\$108,450	\$19,556
Greater than 50,000	Quoted on specific Student Levels		

**\* Annual Hosted Subscription costs- Includes Software Assurance/Support**

**\*\*Perpetual/On Premise license costs - includes Year 1 Software Assurance/Support**

**\*\*\*Subsequent Years Annual Assurance for Perpetual/On Premise license. Price listed is Per Year, begins the 2nd year and beyond**

\*Offer pricing for additional products you offer, in the same format as listed above

**Additional Costs\***

Optional Databridge is \$ 2250. Services to setup a data transfer ability(course level) from TAMU's Student Information System to Class Climate

On Site Training for 2 consecutive days is \$ 4295

Installation for Subscription and LMS integration(Canvas or Blackboard) is \$ 1350

Installation for Perpetual on Premise License and LMS integration(Canvas or Blackboard) is \$ 1800

Optional On Site Implementation is \$2250 per day with a 2 day minimum

Optional Remote/Web Based Implementation Services is \$ 225 per hour with a 2 hour minimum

Optional Non Production License is \$ 2500 for the license, includes first year support. Second year Support is \$ 625

Optional On line Training - Two 6 hours sessions is \$ 2700

**All other terms and conditions not hereby amended are to remain in full force and effect.**

**The Texas A&M University System:**

DocuSigned by:  
*Jeff Zimmermann*  
By: \_\_\_\_\_  
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Mr. Jeff Zimmermann  
Director, Procurement & Business Services

Date: 7/7/2020 | 14:33:31 CDT

**Scantron Corporation:**

DocuSigned by:  
*Brad Zentner*  
By: \_\_\_\_\_  
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Mr. Brad Zentner  
Vice President, Sales

Date: 7/7/2020 | 14:24:22 CDT