

Contract for Storage & Imaging Services for Fiscal Year 2021

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

SLRM Contract Number: 6-21-455

RRC Contract or Purchase Order Number: 4 5 5 - 2 0 - 1 0 4 0

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Railroad Commission of Texas the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name: Railroad Commission of Texas
Agency Code: 455
Contact Person: Roy Philips
Contact Phone: (512) 475-2482
Contact Email: Roy.Philips@rrc.texas.gov

Performing Agency

Name: Texas State Library and Archives Commission
Agency Code: 306
TINS No: 33063063060013
Contact Person: Dee Riley
Phone: (512) 475-5151

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in Appendix 1.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board.

Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in attached Fee Schedules, effective September 1, 2020.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is \$76,000.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, \$75,000.00 of this amount is designated for storage services and \$1,000.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: invoices@rrc.texas.gov.
A copy of the invoice should also be sent to roy.philips@rrc.texas.gov.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

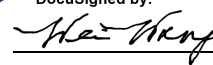
This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

VIII. TERM OF CONTRACT

This Contract begins September 1, 2020 and terminates on August 31, 2021.

The undersigned parties bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY
Railroad Commission of Texas

DocuSigned by:
By: 
Wei Wang
Executive Director

Date: 7/24/2020

PERFORMING AGENCY
Texas State Library and Archives Commission


By: Donna Osborne
Donna Osborne
Chief Operations and Fiscal Officer
Jul 27, 2020
Date: _____

By: Sarah Swanson
Sarah Swanson
General Counsel
Jul 28, 2020
Date: _____


By: Craig Kelso
Craig Kelso
Division Director - SLRM
Jul 27, 2020
Date: _____

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov

Signature: 
Email: dosborne@tsl.texas.gov

Signature: 
Craig Kelso (Jul 27, 2020 09:22 CDT)
Email: ckelso@tsl.texas.gov

Signature: 
Sarah Swanson (Jul 28, 2020 12:59 CDT)
Email: sswanson@tsl.texas.gov

Railroad Commission of Texas IAC FY21

Final Audit Report

2020-07-28

Created:	2020-07-24
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"Railroad Commission of Texas IAC FY21" History

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Adobe Sign

✓ Signed document emailed to Donna Osborne (dosborne@tsl.texas.gov), Sarah Swanson (sswanson@tsl.texas.gov), Craig Kelso (ckelso@tsl.texas.gov), and Jansie Martin (jmartin@tsl.texas.gov)

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