

AMENDMENT #2
to
MSA# 2022-003
DOCUMENT MANAGEMENT SOLUTIONS

This AMENDMENT (“Amendment”) to the Services Agreement #2022-003 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Armstrong Archives
Attn: Sherri Taylor
1515 Crescent Drive
Carrollton, TX 75006
(972) 242-7179
staylor@aarchives.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **March 3, 2022**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- Amend Section **4.2 Reporting** to read as follows:

NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG’s collector of reports and remunerative fees referenced in Section 5.2 of the Master Services Agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
support@civicmarketplace.com

- Amend **Article X** to include the following language:

10.23 Trafficking in Persons

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to

have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

10.24 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- Remove **Appendix A Pricing for SHARE** and replace with the attached **Appendix A Pricing for TXShare**.

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Armstrong Archives

North Central Texas Council of Governments

DocuSigned by:

Signed by:

Sherri Taylor

9/29/2025

Todd Little

9/29/2025

88564C28429A416...

Signature

Date

349D83294E7946E...

Signature

Date

Sherri Taylor

Printed Name

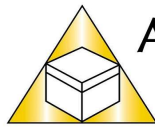
Todd Little

Executive Director

President

Title

Appendix A - Pricing for TXShare



Armstrong Archives, LLC
Simplifying Service & Security

Schedule of Charges
Exhibit "A"

TxShare COG #2022-003 Document Management Solutions

STORAGE CHARGES - *A minimum charge of \$75.00 per month will be assessed for storage.*

1. <u>Document Storage</u>	Number of Cartons		
	<u>1-1,000</u>	<u>1,001-10,000</u>	<u>10,001+</u>
<u>Warehouse Storage</u>			
Standard Record Carton (1.2 Cubic Feet)	0.32	0.28	0.25
Letter Size Trans-file (2.4 Cubic Feet)	0.64	0.56	0.50
Legal Size Trans-file (3.6 Cubic Feet)	0.96	0.84	0.75
Other Sizes (per Cubic Foot)	0.32	0.28	0.25
 <u>Climate Control Storage</u>			
Standard Record Carton (1.2 Cubic Feet)	1.16	1.02	0.90
Letter Size Trans-file (2.4 Cubic Feet)	2.32	2.04	1.80
Legal Size Trans-file (3.6 Cubic Feet)	3.48	3.06	2.70

Secured Destruction Bins

Secured Carts – 95 Gallon (350 lb. capacity) – Monthly storage w/1 rotation	\$ 53.50/each
Secured Carts – 65 Gallon (250 lb. capacity) – Monthly storage w/1 rotation	\$ 47.00/each
Secured Office Console (100 lb. capacity) 1 ea. Monthly storage w/1 rotation	\$ 40.50/each
2 + Consoles – Monthly storage w/1 rotation	\$ 36.00/each
Additional Rotation (All sizes)	\$ 38.00/each

ACTIVITY CHARGES – *Initial inventory input, and subsequent retrieval and/or re-file.*

Standard Service – Next Day (request by 5:00 p.m.)	\$ 1.50/item
Same Day Service – Same Business Day (request by 11:00 a.m.)	\$ 3.50/item
Emergency Service – 2 Hour (request by 3:00 p.m.)	\$ 6.00/item
Indexing – Inventory input on the file folder level	\$.30/file
Scan on Demand – 1 st page (in addition to retrieval)	\$ 1.50/each
Additional pages	\$ 0.22/each
Permanent Removal – In addition to retrieval	\$ 2.05/item
Re-boxing	\$ 6.50/box

TRANSPORTATION CHARGES

Delivery and Pickup

Standard Service	\$ 20.00/trip
Same Day Service	\$ 30.00/trip
Emergency Service	\$ 40.00/trip

Appendix A - Pricing for TXShare

Handling – In addition to Delivery/Pickup Charges (Load/Unload Labor)

Record Carton	\$ 0.75 /item
Letter Bankers Box	\$ 0.75/item
Legal Bankers Box	\$ 0.75/item

MISCELLANEOUS SERVICES

Destruction/Shredding/Recycling

Paper, cardboard, and other paper based items	\$ 5.35/carton
Microfiche, mylar, plastic, film, diskettes, etc.	\$ 10.40/carton

Copy/Fax/Postal Service

Copies	\$.35/each
Fax	\$.75/page
Mail USPS	\$.80/oz.

Other

Additional services for which no specific rate is listed will be performed at an hourly rate, as listed below. 24 hour service is available but should be scheduled in advance with the exception of emergencies. All “after hour” rates are subject to a 4 hour minimum. Specific project will be quoted independently based upon time required, job size, and scope.

Normal business hours (8:00 a.m. – 5:00 p.m., Monday – Friday) Casual Labor	\$ 35.00/hour
Normal business hours (8:00 a.m. – 5:00 p.m., Monday – Friday) Skilled Labor	\$ 42.00/hour
Normal business hours (8:00 a.m. – 5:00 p.m., Monday – Friday) Supervisor Labor	\$ 55.00/hour

Early after hours (5:00 p.m. – 12:00 midnight, Monday – Friday)	\$ 45.00 /hour
Late after hours (12:01 a.m. – 8:00 a.m., and weekends)	\$ 68.00/hour
Holidays (all hours)	\$155.00/hour

SUPPLIES

<u>Standard Record Cartons – 25 ea. Bundle (12”W x 16”L x 11”H)</u>	\$ 75.00/bundle
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Other Carton Sizes and Styles

Armstrong only stocks the standard cartons priced above, but upon your request, we can quote other types of cartons such as X-Ray boxes, check boxes, etc.

Tape/Media Containers

We offer a large variety of containers specifically designed for the safe climate controlled storage and transport of a variety of electronic media styles. Please ask for a quote based upon your specific needs.

Miscellaneous

Barcode Labels	No Charge
Index and Climate Control Labels	No Charge
Internet Database Access	No Charge