



## CO-OPERATIVE PURCHASE AGREEMENT NO. 4191

### Laserfiche Imaging of Utilities Department Documents

THIS **Laserfiche Imaging of Utilities Department Documents Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and MCCi LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide Laserfiche Imaging of Utilities Department Documents in accordance with its agreement with BuyBoard 625-20 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide Laserfiche Imaging of Utilities Department Documents in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$91,582.05, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Wendy Contreras  
Title: IT Business Analyst III  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361.826.1834  
Fax: N/A

**IF TO CONTRACTOR:**

MCCi LLC  
Attn: Marie Grosh  
Representative  
3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311  
Phone: 850.701.0725  
Fax: 850.564.7496

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

**CONTRACTOR**

DocuSigned by:  
Signature: Donny Barstow  
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Printed Name: Donny Barstow

Title: President & CEO

Date: 5/18/2022

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Assistant Director of Finance – Procurement

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule

**Incorporated by Reference Only:**

Co-operative Agreement: BuyBoard 625-20

## **Attachment A: Scope of Work**

**Project Name:** Laserfiche Imaging of Utilities Department Documents

**Project Address:** 2726 Holly Road, Corpus Christi, Texas 78415.

**Background:** The Utilities Department is seeking an Agreement for imaging of water utility department documents to include historical water and wastewater service records, documents pertaining to water conservation, aquifer storage and recovery conservation district, wastewater treatment plant and lift station drawings. Water Department is located at 2726 Holly Road, Corpus Christi, Texas 78415.

### **Scope of Work:**

- A. The Contractor (MCCI) will pick up boxed and labeled records from the Water Utilities Department at 2726 Holly Road, Corpus Christi, Texas 78415. Contractor will coordinate with Point of Contact.
- B. The Contractor (MCCI) will scan all records received up to the estimated amount and will contact City of Corpus Christi for approval to continue up to do not exceed amount if there are more documents to be scanned.
- C. The Contractor (MCCI) will scan and index all documents in Laserfiche and provide the City with a Laserfiche briefcase to import into the City Laserfiche repository.
- D. Quality Assurance Testing will be performed by City of Corpus Christi.
- E. The Contractor (MCCI) will bill on a monthly basis for images scanned to date.

City Project Coordinator, M.P. Sudhakaran, 361-826-3667, [MP@cctexas.com](mailto:MP@cctexas.com),  
2726 Holly Road, Corpus Christi, Texas 78415.

MCCI Point of Contact, Marie Grosh, 1-800-342-2633  
[mgrosh@mccinnovations.com](mailto:mgrosh@mccinnovations.com)

MCCI Authorized Signer, Donny Barstow, 850-701-0725 ext. 1599,  
[dwb@mccinnovations.com](mailto:dwb@mccinnovations.com)

## Attachment B: Bid/Pricing Schedule

# PRICING

3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
850.701.0725  
850.564.7496 fax

**Ship/Bill to:** Wendy Contreras [wendyc@cctexas.com](mailto:wendyc@cctexas.com)  
**CC AP Contact:** [itinvoce@cctexas.com](mailto:itinvoce@cctexas.com) ;  
[accountspayable@cctexas.org](mailto:accountspayable@cctexas.org)

**Quote date:** March 15, 2022  
**Quote number:** 23130

**Pricing is based on picking up and processing all documents together.**

**Water Service Records** - Conversion of Documents estimated cost \$75,940.00  
Excess Images @ \$0.238

**Lift Station Binders, Treatment Plant, Etc** - Conversion of Documents estimated cost \$11,281.00  
Excess Regular Format Images @ \$0.169  
Excess Large Format Images @ \$1.71

**TOTAL ESTIMATED PROJECT COST** **\$87,221.00**

### **ALL QUOTES EXPIRE IN 60 DAYS**

**Note: MCCi will only bill the client for the actual work performed up to the Not to Exceed funding amount. If the funding amount does not cover the entire project, MCCi will provide a change order or separate quote to the client for the additional work.**

**BuyBoard Pricing:** The pricing and terms in this contract are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the BuyBoard's Document Scanning Services contract #625-20. The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven't been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

## **PAYMENT & BILLING TERMS**

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

# WATER SERVICE RECORDS

Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project and that need to be converted.

## GENERAL DESCRIPTION

<b>DOCUMENT SIZE</b>	5"x7" Cards - Double Sided
<b>DEPARTMENT</b>	Water
<b>DOCUMENT TYPES</b>	Water Service Records
<b>DOCUMENT COUNT</b>	145,600 Total Cards - Estimated
<b>IMAGE COUNT</b>	291,200 Total Images - Estimated
<b>IMAGES PER DOCUMENT</b>	2

## DOCUMENT PREPARATION

<b>CURRENT STORAGE METHOD</b>	Filing Cabinets
<b>CONDITIONS OF DOCUMENTS</b>	Good condition but some records are older and some are handwritten with color. Will scan all in greyscale to maximize accuracy

## IMAGE PROCESSING & INDEXING

<b>DPI &amp; COLOR</b>	300 DPI, Grayscale
<b>NUMBER OF INDEX FIELDS</b>	Up to 2 Fields
<b>DOCUMENT NAMING CONVENTION</b>	Combined Street Number and Name - MCCi will use tokens in Laserfiche to combine the Street Number and Name into one field to be utilized as the Document Name.
<b>FIELDS TO BE INDEXED</b>	Street Number, Street Name
<b>OPTICAL CHARACTER RECOGNITION</b>	Not Included (MCCi will assist client in OCR'ing the records in the client's Laserfiche system)

## IMAGE OUTPUT

<b>DELIVERY METHOD</b>	Secure FTP Transfer
<b>OUTPUT TYPE</b>	Laserfiche Briefcase

## MATERIAL HANDLING

<b>SHIPPING LOGISTICS</b>	MCCi Pickup
<b>SHIPPING &amp; DELIVERY TERMS</b>	Up to 1 shipment

## SPECIAL NOTES

Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.

## LIFT STATION BINDERS

Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project and that need to be converted.

### GENERAL DESCRIPTION

<b>DOCUMENT SIZE</b>	Regular up to 11" x 17", Large Format up to 42" wide
<b>DEPARTMENT</b>	Wastewater
<b>DOCUMENT TYPES</b>	Lift Station Binders
<b>DOCUMENT COUNT</b>	103 Total Lift Stations Average 8 Documents per binder Estimated 824 Total Documents Average 50 total pages per binder Estimated 5,150 Total Regular Format Images Estimated 515 Total Large Format Images

### DOCUMENT PREPARATION

<b>CURRENT STORAGE METHOD</b>	Binders -Very well organized
<b>CONDITIONS OF DOCUMENTS</b>	Each binder represents one folder in Laserfiche. Each tabbed divider represents one document inside that folder. The binders include folded large format maps.

### IMAGE PROCESSING & INDEXING

<b>DPI &amp; COLOR</b>	300 DPI, Black & White
<b>NUMBER OF INDEX FIELDS</b>	Up to 2 Fields (Document name counts as an index)
<b>DOCUMENT NAMING CONVENTION</b>	TBD
<b>FIELDS TO BE INDEXED</b>	TBD
<b>OPTICAL CHARACTER RECOGNITION</b>	Not Included - MCCi will assist client in OCR'ing the records in the client's Laserfiche system

### IMAGE OUTPUT

<b>DELIVERY METHOD</b>	Secure FTP Transfer
<b>OUTPUT TYPE</b>	Laserfiche Briefcase

### MATERIAL HANDLING

<b>SHIPPING LOGISTICS</b>	MCCi Pickup
<b>SHIPPING &amp; DELIVERY TERMS</b>	Up to 1 shipment (if job is broken up, volume pricing must be also) <i>Note that this pickup is included in the pricing for the Water Service Records. If jobs are scheduled separately, a pickup/delivery charge would need to be added.</i>

### SPECIAL NOTES

- Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
- The folder structure will be built in Laserfiche to match the document organization in the binders - by tab.

## TREATMENT PLANT AND OTHER

Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project and that need to be converted.

### GENERAL DESCRIPTION

<b>DOCUMENT SIZE</b>	Regular up to 11" x 17" and Large Format up to 42" wide
<b>DEPARTMENT</b>	Wastewater
<b>DOCUMENT TYPES</b>	Treatment Plant binders and other records including large format
<b>DOCUMENT COUNT</b>	Estimated 591 total regular format documents Estimated 30 large format plans
<b>IMAGE COUNT</b>	Estimated 29,550 total regular format images Estimated 3,000 total large format images
<b>IMAGES PER DOCUMENT</b>	Estimated 50 per regular format Estimated 100 per large format

### DOCUMENT PREPARATION

<b>CURRENT STORAGE METHOD</b>	Binders, Spiral bound, boxes
<b>CONDITIONS OF DOCUMENTS</b>	Folded, Staples, Overall good condition

### IMAGE PROCESSING & INDEXING

<b>DPI &amp; COLOR</b>	300 DPI, Black & White
<b>NUMBER OF INDEX FIELDS</b>	Up to 1 Field (Document name counts as an index)
<b>DOCUMENT NAMING CONVENTION</b>	Name on Folder/Binder
<b>FIELDS TO BE INDEXED</b>	Name on Folder/Binder
<b>OPTICAL CHARACTER RECOGNITION</b>	Not Included - MCCi will assist client in OCR'ing the records in the client's Laserfiche system

### IMAGE OUTPUT

<b>DELIVERY METHOD</b>	Secure FTP Transfer
<b>OUTPUT TYPE</b>	Laserfiche Briefcase

### MATERIAL HANDLING

<b>SHIPPING LOGISTICS</b>	MCCi Pickup
<b>SHIPPING &amp; DELIVERY TERMS</b>	Up to 1 shipment (if job is broken up, volume pricing must be also) <i>Note that this pickup is included in the pricing for the Water Service Records. If jobs are scheduled separately, a pickup/delivery charge would need to be added.</i>

### SPECIAL NOTES

- Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
- Spiral binding will be removed from documents and not bound back together.



## SCANNING ASSUMPTIONS

### ERROR RATE

MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

### DOCUMENT STORAGE

MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.

### DATA STORAGE

MCCi is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. MCCi recognizes that for records retention and security compliance, Client may require MCCi to delete copies of its data prior to MCCi's process of deleting data; if so, Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

### ENTERPRISE WIDE SCANNING SERVICES

MCCi can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCi will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

### MICROFILM & FICHE CONVERSION SERVICES.

MCCi offers electronic conversion services for microfilm, microfiche, and aperture cards. Client will provide MCCi with data to be converted to electronic format. MCCi will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCi is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCi. Unless otherwise specified in the project scope, MCCi will index by the roll/card number or unique identifier.

### LASERFICHE SEARCH ENGINE MEDIA

If included in the Scope of Services, MCCi will integrate the documents with the Laserfiche Software to provide Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCi will provide Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

### ONLINE DOCUMENT HOSTING

MCCi will post the documents to the web for a minimal annual fee. MCCi provides Client with a direct link which can then be linked to Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended. This recurring web posting service will automatically renew and be billed unless Client has terminated the Agreement or provided sixty (60) days written notice prior to the scheduled renewal date of the recurring Services. No refunds are available in the event of cancelling prior to the expiration of a renewal term.