



CO-OPERATIVE PURCHASE AGREEMENT NO. 5688

Document Imaging of Vital Records

THIS **Document Imaging of Vital Records 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 Document Imaging of Vital Records in accordance with its agreement with BuyBoard 716-23 (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 Document Imaging of Vital Records 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 30th 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 \$146,912.82, 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: Tina Belock
Deputy Registrar
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361.826.3244
Fax: n/a

IF TO CONTRACTOR:

MCCi, LLC
Attn: Donny Barstow
President
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
A32D0B4245C34BB...

Printed Name: Donny Barstow

Title: President & CEO

Date: 3/12/2024

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 716-23

Attachment A: Scope of Work

PROJECT SCOPE

GENERAL DESCRIPTION

DOCUMENT SIZE	Half pages Birth certificates and Full page Death Certificates
DEPARTMENT	Deputy Registrar Office / Vital Records @ City Secretary's Office
DOCUMENT TYPES	Birth and Death Certificates
DOCUMENT/ROLL/FICHE COUNT	N/A
IMAGE COUNT	218,790
IMAGES PER DOCUMENT/ROLL/FICHE	306 Binders with approximately 650 pages per; added 10% due to some of them have writing on the back that needs scanned in.

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	In binders on shelves at Deput Registrar's office – Tina Belock
CONDITIONS OF DOCUMENTS	All pretty good shape in binders and on shelves

IMAGE PROCESSING & INDEXING

DPI & COLOR	Black & White
NUMBER OF INDEX FIELDS	Up to 2 Fields (Year/Month and Last name, First name)
DOCUMENT NAMING CONVENTION	
FIELDS TO BE INDEXED	Year / Month and Last name / First name
OPTICAL CHARACTER RECOGNITION	Included

IMAGE OUTPUT

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase

MATERIAL HANDLING

SHIPPING LOGISTICS	Scan Onsite in conference room
SHIPPING & DELIVERY TERMS	Scan Onsite in conference room
PHYSICAL DOCUMENTS	Scan Onsite in conference room

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

MILESTONES, TASKS & DELIVERABLES

MILESTONE	TASKS / DELIVERABLES
#1: Project Kickoff	<p>Tasks: Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, and other project specifics will be discussed with Client.</p> <p>Assumptions: MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc. MCCi may not conduct Client kickoff for continuations of existing project(s).</p>
#2: On-site Requirements	<p>Client Deliverables: Client will provide ample and comfortable workspace for the MCCi team to set up computers and imaging equipment. This space will be available at a minimum of 7am to 6pm M-F for up to 4 people, tables, and chairs, with internet access, power, and free parking. Client will provide access to all files contained within this scope at time of arrival of the MCCi team.</p>
#3: Sample Sign-Off	<p>Tasks: MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible. MCCi will review these sample scans with the Client. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project.</p> <p>Assumptions: Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. Client will review sample scans within two (2) hours of receiving them from MCCi.</p>
#4: Scheduled Finished Product Delivery	<p>Deliverable: At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period.</p> <p>Assumptions: Billing will occur upon completion of this milestone. These documents will have gone through MCCi prepping, scanning, and quality control processes. The delivery schedule will vary based on the size and scope of project. MCCi will make every effort to complete the project as quickly as possible.</p>
#5 Physical Document Return	<p>Tasks: Client's documents will be returned to the designated area where they were found. Documents will continue to be treated with care while in MCCi's possession. Client should review all returned documents to ensure all originals are back in their possession.</p>

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- 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 the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
 - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
 - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
 - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.
- Client is responsible for creating and operating any workflows needed to import data. Our import assistance is only for importing into Laserfiche and does not cover any workflow diagnosis or modifications.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.
- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA 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.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to 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. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRICING**Attachment B: Bid/Pricing Schedule**

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

Bill /Ship to: Tina Belock

TinaB@cctexas.com

cc AP Contact: itinvoice@cctexas.com;

accountspayable@cctexas.com

Client Name: City of Corpus Christi

Quote Date: March 1, 2024

Client Address: PO Box 9277, Corpus Christi, TX 78469-9277

Quote Number: 30532

Order Type: Scanning

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Total</i>
MCCI SCANNING SERVICES				
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 250,000) Doc Prep Per Image	218790	\$0.100	\$0.0949	\$20,763.17
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 250,000) Scanning Per Image	218790	\$0.142	\$0.1347	\$29,471.01
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" OCR Per Image	218790	\$0.016	\$0.0149	\$3,259.97
<input checked="" type="checkbox"/> Indexing Fields Per Index (> 100,001)	437580	\$0.189	\$0.1800	\$78,764.40
<input checked="" type="checkbox"/> Scanning Services, Onsite	1	\$35,000.00	N/A	\$35,000.00
<input checked="" type="checkbox"/> Project Management for Scanning	1	\$10,125.00	\$9,618.75	\$9,618.75
Scanning Services Subtotal				\$176,877.31

GRAND TOTAL - SCANNING SERVICES	\$176,877.31
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One-Time Scanning Discount

(\$29,964.49)

**This total discount (21.12% of Imaging, Indexing and Project Management) is based on 100% of project completion. The discount billed will be a reflection of the volume scanned at time of invoicing. This discount is not applicable to the Onsite Scanning Services.
Discount Expires in 30 Days.*

TOTAL SCANNING PROJECT COST	\$146,912.82
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All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

BuyBoard Pricing - The pricing and terms in this contract are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through BuyBoard's Document Scanning Services contract #716-23. The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be

applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.