

Huntsville, Alabama

Cover Memo

| Meeting Type: City Council Regular Meeting Meeting Date: 10/9/2025 | File ID: TMP-6078 |
|---|--------------------------|
| Department: City Clerk | |
| Subject: Type of A | Action: Approval/Action |
| Resolution authorizing the Mayor to execute Addendum No. 7 to Master between the City of Huntsville and MCCi, LLC, for the provision of recommunicipal Court. | _ |
| Resolution No. | |
| Finance Information: | |
| Account Number: 1000-12-12200-515376-00000000 | |
| City Cost Amount: \$650,916.24 | |
| Total Cost: \$650,916.24 | |
| Special Circumstances: | |
| Grant Funded: N/A | |
| Grant Title - CFDA or granting Agency: N/A | |
| Resolution #: N/A | |
| Location: (list below) | |
| Address: N/A | |
| District: District 1 □ District 2 □ District 3 □ District 4 □ | District 5 \square |
| Additional Comments: | |
| Contract pricing is made available through Omnia Partners Cooperative F amount of \$650,916.24 is based on an estimated quantity of documents for | |

for Municipal Court. The City shall be invoiced for actual documents (images) scanned.

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to execute Addendum No. 7 to Master Services Agreement No. 29149, between the City of Huntsville, a municipal corporation in the State of Alabama, and MCCi, LLC, which said Agreement is attached hereto and identified as "Addendum No. 7 to Master Services Agreement No. 29149, for the provision of records management imaging services for Municipal Court," and in accordance with the provisions made available through Omnia Partners Cooperative Purchasing contract no. 01-162 for provisions of the scope of services and deliverables as outlined in Master Services Agreement No. 29149, Addendum No. 7, consisting of ten (10) pages and the date of October 9, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the <u>9th</u> day of <u>October</u>, 2025.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the <u>9th</u> day of <u>October</u>, 2025.

Mayor of the City of Huntsville, Alabama

ADDENDUM NO. 7 TO MASTER SERVICES AGREEMENT NO. 29149

SCANNING ORDER

Pursuant to Master Services Agreement No. 29149 ("Agreement"):

This Scanning Order, designated as Addendum No. 7 (this "Addendum" or "Order"), is entered into as of October 9, 2025. ("Addendum Effective Date"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 7 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

| MCCi, LLC | CITY OF HUNTSVILLE ("Client") |
|--|-------------------------------|
| E-SIGNED by Victor D'Aurio on 2025 09 26 21:10:51 GMT | Signed: |
| Name: Victor D'Aurio | Name: |
| Title: _COO | Title: Mayor |
| Date: September 26, 2025 | Date: October 9, 2025 |

PROJECT SCOPE

GENERAL DESCRIPTION

| DOCUMENT SIZE | Regular up to 11" x 17 |
|---------------------------|------------------------|
| DEPARTMENT | Courts |
| DOCUMENT TYPES | Court case files |
| DOCUMENT/ROLL/FICHE COUNT | 107,000 |
| IMAGE COUNT | 3,210,000 |
| IMAGES PER | 30 |
| DOCUMENT/ROLL/FICHE | |

DOCUMENT PREPARATION

| CURRENT STORAGE METHOD | Boxes, Shelves |
|-------------------------|----------------|
| CONDITIONS OF DOCUMENTS | Good |

IMAGE PROCESSING & INDEXING

| DPI & COLOR | 300 DPI, Black & White |
|------------------------|---------------------------|
| NUMBER OF INDEX FIELDS | Up to 3 Fields |
| DOCUMENT NAMING | Case Number |
| CONVENTION | |
| FIELDS TO BE INDEXED | Case number, Charge, Name |
| OPTICAL CHARACTER | Included |
| RECOGNITION | |

IMAGE OUTPUT

| DELIVERY METHOD | Secure FTP Transfer |
|-----------------|----------------------|
| OUTPUT TYPE | Laserfiche Briefcase |

MATERIAL HANDLING

| SHIPPING LOGISTICS | MCCi Pickup |
|---------------------------|--------------------|
| SHIPPING & DELIVERY TERMS | Up to 1 Shipment |
| PHYSICAL DOGUMENTS | Secure Destruction |

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 | 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, pickup and delivery, and other project specifics will be discussed with Client. |
| | Client Deliverables: All documents will be boxed and securely closed. Boxes will not exceed 40 lbs each Boxes will need to be 95% filled or less Boxes will need to be accessible without the use of stairs Boxes will need to be clearly labeled Boxes will only contain one document type per box Items that do not need to be converted are removed from the boxes Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion |
| | 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). |
| #2: Sample Sign-Off | Tasks: Once Client documents are brought into MCCi facility and reviewed, the 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 deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project. |
| | Client Deliverables: Client will need to approve or deny image quality samples within two (2) business days of electronic delivery. Delays in approval may cause significant delays in project timeline. Assumptions: Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. |
| #3: Scheduled Finished Product Delivery | Deliverable: At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period. |
| | Client Deliverables: Client is responsible for filing of all documents in their document management system Client will have 60 days from the date of the last data delivery to review deliverables, after this time period MCCi will not be held responsible for any quality issues 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. | | | | | |
|-----------------------------|--|--|--|--|--|--|
| #4 Physical | Tasks: | | | | | |
| Document Return/Destruction | Once the last finished product delivery has taken place, Client's documents will be returned or destroyed in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession or destroyed. | | | | | |
| | Documents will be returned to Client in the order they were received, but they will not be placed back into their file folders/envelopes or be re-prepped (unless specifically stated otherwise in the Project Scope). Folders/envelopes may need to be cut for processing. If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed. | | | | | |
| | Client Deliverables: Client should review all returned documents within 30 days of return, to ensure all originals are back in their possession. | | | | | |

PRICING



3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 850.701.0725 850.564.7496 fax Bill to: Shaundrika Edwards

shaundrika.edwards@huntsvilleal.gov

Ship to: Shaundrika Edwards shaundrika.edwards@huntsvilleal.gov

cc AP Contact:

accountspayable@huntsvilleal.gov

Quote Date: September 26, 2025

Client Name: City of Huntsville

Client Address: 308 Fountain Circle, Huntsville, AL 35801

Quote Number: 38069 **Quote Type:** Scanning

| Scanning Services Description: | Qty. | Unit Cost | OMNIA - NCPA 01-162 | Total |
|---|---------|--------------|------------------------|---------------------|
| MCCI SCANNING SERVICES | | | | |
| ☑ Regular Size Images up to 11x17" (> 1,000,000) Doc Prep Per Image | 3210000 | \$0.074 | \$0.0707 | \$226,947.00 |
| Regular Size Images up to 11x17" (> 1,000,000) Scanning per Image | 3210000 | \$0.095 | \$0.0901 | \$289,221.00 |
| ☑ Indexing Fields Per Index (> 100,001) | 321000 | \$0.189 | \$0.1800 | \$57,780.00 |
| ☑ Pick Up, Base Fee, Per 150 Boxes | 9 | \$500.000 | \$475.0000 | \$4,275.00 |
| ☑ Pickup, Per Box (≥300) | 1284 | \$14.300 | \$13.5850 | \$17,443.14 |
| Secure Destruction (Per 1.2 CU Ft Box) | 1284 | \$12.000 | \$11.4000 | \$14,637.60 |
| ✓ Project Management for Scanning | 1 | \$46,125.000 | \$43,818.75 | \$43,818.75 |
| Scanning Services Subtotal | | | | <i>\$650,916.24</i> |
| GRAND TOTAL - SCANNING SERVICES | | | | \$650,916.24 |

TOTAL SCANNING PROJECT COST

\$650,916.24

All Quotes Expire in 30 Days

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

Project must be received in its entirety within 90 days of contract execution or pricing is subject to change

OMNIA - NCPA Pricing - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). 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.

Volume Rates – The initial pricing is based on the estimated volume of documents anticipated to be processed. This estimate is used to determine the preliminary rates. Final billing will be determined based on the actual volume of documents received and processed, as seen in the rate table contained within this agreement. In cases where the actual volume falls below or exceeds the expected range, pricing adjustments may apply. Should the final volume surpass or fall below certain pre-defined thresholds, the agreed-upon rate may be revised to reflect the actual volume processed, with any resulting price changes incorporated into the invoice.

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|--|-----------|-------|-------------------|----------------------|--|-----------|-------------------------------|----------------------|---------------------------------|-----------------------|---------|
| Regular Size Images up to 11"x17" | | | | Image Qua | ntity 3 | 300 DPI S | canning | Doc Prep per Page | Additional Prep | OCR | |
| Per Image | | | | | < 500 | | \$1.672 | | \$0.464 | \$0.5846 | \$0.016 |
| Per Image | | | | | < 2,000 | | \$0.610 | | \$0.272 | \$0.3424 | \$0.016 |
| Per Image | | | | | < 5,000 | | \$0.344 | | \$0.156 | \$0.1970 | \$0.016 |
| Per Image | | | | < 10,000 | | \$0.2 | 0.262 \$0.151 | | \$0.1905 | \$0.016 | |
| er Image | | | | | < 25,000 | | \$0.1 | 83 | \$0.123 | \$0.1544 | \$0.016 |
| er Image | | | | | < 100,000 | | \$0.159 | | \$0.104 | \$0.1311 | \$0.016 |
| er Image | | | | | < 250,000 | | \$0.1 | 142 \$0.100 | | \$0.1259 | \$0.016 |
| er Image | | | | | < 500,00 | 0 | \$0.1 | 13 | \$0.084 | \$0.1058 | \$0.016 |
| er Image | | | | | < 1,000,00 | 00 | \$0.1 | 13 | \$0.091 | \$0.1141 | \$0.016 |
| er Image | | | | | > 1,000,00 | 00 | \$0.0 |)95 | \$0.074 | \$0.0937 | \$0.016 |
| Large Format | up to 42" | wide | Image Qu | antity | 1 | l Scannin | ng Me | | c Prep per | Heavy Doc Prep | OCR |
| Samuel III | | | | | | | | Pag | | per Page | +0.046 |
| er Image | | | < 50 | | | 3.631 | | \$0.3 | | \$0.998 | \$0.016 |
| er Image | | | < 1,00 | | | 3.537 | | \$0.3 | | \$0.955 | \$0.016 |
| er Image | | | < 10,0 | | | 3.082 | | \$0.3 | | \$0.895 | \$0.016 |
| er Image | | | < 25,0 | | | 2.746 | | \$0.3 | | \$0.826 | \$0.016 |
| er Image | | | < 50,0 | | | 2.452 | _ | \$0.2 | | \$0.784 | \$0.016 |
| er Image | | | < 100,0 | | | 2.271 | | \$0.2 | | \$0.620 | \$0.016 |
| Per Image > 100,000 | | | | 000 | \$ | 2.001 | | \$0.2 | | \$0.528 | \$0.016 |
| Color Scanning | | | | | 177.11 | | | | ng Rate per Im | | V |
| Regular Size | | | | | | | | | | rate for regular imag | |
| Large Format | | | | | \$1.672 per image in addition to scanning rate for large format images | | | | | | |
| Microform Images Image Quantity 16 | | 16mn | mm Microfilm | | 35mm icrofilm | 16m | m Microfiche | 35mm Microfiche | OCR | | |
| Per Image (\$100 min) < 25,000 | | 5,000 | | \$0.066 | | \$0.134 | | \$0.200 | \$1.086 | \$0.016 | |
| er Image (\$100 | | < 5 | 0,000 | \$0.049 | | | \$0.126 | | \$0.184 | \$1.052 | \$0.016 |
| er Image (\$100 | | | 00,000 | | \$0.042 | | \$0.109 \$0.184 | | \$0.184 | \$1.002 | \$0.016 |
| er Image (\$100 | | > 10 | 00,000 | | | | \$0.101 | | \$0.158 | \$0.919 | \$0.016 |
| Bound Book S | Scanning | | lmage Quan | tity | Doc Prep | | | Scan | ning Rate | Image Cleanup | OCR |
| er Image | | | < 1,000 | | \$0.334 | | | 9 | 2.506 | \$0.586 | \$0.016 |
| er Image | | | < 2,500 | | \$0.301 | | \$ | | 2.088 | \$0.542 | \$0.016 |
| er Image | | | < 5,000 | | \$0.268 | | | 9 | 1.672 | \$0.500 | \$0.016 |
| er Image | | | < 7,500 | | \$0.2 | | .233 | | 1.588 | \$0.460 | \$0.016 |
| er Image | | | < 10,000 | | | \$0.200 | | 9 | 1.505 | \$0.418 | \$0.016 |
| er Image | | | < 25,000 | | | \$0.167 | | \$1,420 | | \$0.376 | \$0.016 |
| er Image | | | < 50,000 | | \$0.134 | | | 9 | 1.337 | \$0.334 | \$0.016 |
| er Image | | | > 50,000 | | \$0.118 | | | \$1.253 | | \$0.301 | \$0.016 |
| otal Indexes | Price | | Pick | | elivery, R | | e | Secure Destru | | | Rate |
| | Inde | | D: 1 11 | Per Box | | | | 1 12 | Nonsecure | Disposal | |
| < 1,000 | \$0.50 | J5 | | Delivery r 150 Bo | Base Fee xes | \$500. | 00 | Reg | Regular Format, per 1.2 C | | \$12.00 |
| < 10,000 | \$0.44 | 42 | | | | | 20 | La | Large Format, per 1.2 CU Ft Box | | \$12.00 |
| < 25,000 | \$0.37 | 79 | | | <100 | | 90 | 0 16mm Microfilr | | n, per 90 rolls | \$30.00 |
| < 50,000 | \$0.3 | | | | <150 | | 80 | | 35mm Microfiln | | \$30.00 |
| < 100,000 | \$0.25 | | | | <200 | | 60 | | Microfiche, pe | | \$30.00 |
| | | < 250 | | | 00 | į – IĮ | Other Services | | Rate | | |
| < 30 | | | < 300 | | | | | DVD/CD/Flash I | | \$63.158 | |
| | | | > 300 | \$ | | 00 | | Re-Prep, Per Image | | Prep Rate | |
| Shipping (Inbound or Return) | | | | Rate | е | L | Large Format Additional Prep | | Prep Rate | | |
| CD/DVD/Flash Drive | | | | | \$13.8 | 00 | \$5. Storage Charges cubic | | \$5.00 pe cubic foot | | |
| 16mm Microfilm, per 90 rolls | | | | | \$414.00 | | | | | | month |

\$414.00 \$414.00

\$414.00

16mm Microfilm, per 90 rolls 35mm Microfilm, per 52 rolls Microfiche, per 3,000 fiche

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.



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 within this agreement 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.
- 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 and/or organize data.

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 unless stated otherwise in the scope of work. 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 \$5.00 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(s) are required to supply MCCi with a Laserfiche Briefcase of their current template(s) prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.