

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20847

SCANNING ORDER

Pursuant to Master Services Agreement No. 20847 ("**Agreement**"):

This Scanning Order, designated as Addendum No. 1 is entered into as of _____, ("**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 except as otherwise provided herein. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

WALTON COUNTY GOVERNMENT ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROJECT SCOPE

GENERAL DESCRIPTION-FINANCE DOCUMENTS

DOCUMENT SIZE	Regular up to 11" x 17"
DEPARTMENT	Finance
DOCUMENT TYPES	AP Files
DOCUMENT/ROLL/FICHE COUNT	1600
IMAGE COUNT	40,000
IMAGES PER DOCUMENT/ROLL/FICHE	25

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	File Cabinets
CONDITIONS OF DOCUMENTS	Good

IMAGE PROCESSING & INDEXING

DPI & COLOR	300 DPI, Black & White
NUMBER OF INDEX FIELDS	Up to 3 Fields
DOCUMENT NAMING CONVENTION	Name
FIELDS TO BE INDEXED	Name, Department, Date
OPTICAL CHARACTER RECOGNITION	Included

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 DOCUMENTS	Secure Destruction

All estimates below have been provided and/or confirmed by Client. Both Parties agree that the 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, pickup and delivery, 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: Sample Sign-Off	<p>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.</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) business days of receiving them from MCCi.</p>
#3: 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.</p>
#4 Physical Document Return	<p>Tasks: Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession. Client should review all returned documents to ensure all originals are back in their possession. 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.</p>

PRICING



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

Bill /Ship to: Milton Cronheim
milton.cronheim@co.walton.ga.us

Client Name: Walton County
Client Address: 303 S Hammond Drive, Suite 330, Monroe,
 GA 30655
Quote Number: 27591
Order Type: Scanning

Quote Date: July 17, 2023

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
MCCI SCANNING SERVICES				
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 100,000) Doc Prep Per Image	40000	\$0.077	\$0.0732	\$2,928.00
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 100,000) Scanning Per Image	40000	\$0.118	\$0.1121	\$4,484.00
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" OCR Per Image	40000	\$0.013	\$0.0124	\$496.00
<input checked="" type="checkbox"/> Indexing Fields Per Index (< 10,000)	4800	\$0.350	\$0.3325	\$1,596.00
<input checked="" type="checkbox"/> Pick Up, Base Fee	1	\$200.000	\$190.0000	\$190.00
<input checked="" type="checkbox"/> Pickup, Per Box (<50) *\$300 Minimum Charge	16	\$19.200	\$18.2400	\$300.00
<input checked="" type="checkbox"/> Secure Destruction (Regular Images, Per 2,500 Images)	16	\$10.000	\$9.5000	\$152.00
<input checked="" type="checkbox"/> Laserfiche Import Assistance	1	\$287.500	\$273.1250	\$273.13
Scanning Services Subtotal				\$10,419.13

GRAND TOTAL - SCANNING SERVICES **\$10,419.13**

One-time Scanning Discount (\$1,744.19)
The discount, 16.7% of the Grand Total, is based on 100% of project completion. The discount billed will be a reflection of the volume scanned at that time. Discount Expires in 30 Days

TOTAL SCANNING PROJECT COST **\$8,674.94**

All Quotes Expire in 30 Days

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

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.

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 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.

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 Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.