



**MASTER SERVICES AGREEMENT NO. 25516**

This Master Services Agreement No. 25516 ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. It is agreed that Client's Affiliates shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

The Parties hereto intending to be legally bound hereby, agree as follows:

**1. Scope of Service**

MCCi and Client may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client (each, and as modified in writing by the Parties, an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

**2. Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses quoted. Unless otherwise specified, Client will also reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, MCCi will follow Client's expense policy, to the best of its ability. If a dispute occurs regarding MCCi's billing of Order Expenses in

conformity with Client's expense policy and greater than five percent (5%) of a specific bill, such dispute will be subject to investigation and correction; otherwise Client agrees to reimburse MCCi for the full amount of expenses billed. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Client cancels or reschedules the event, after MCCi has made these arrangements; or ii) If Client site/team is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. In the event that MCCi is reselling a license and/or subscription to a third-party product to Client with at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. To the extent that Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

**3. Invoicing and Payment**

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefore, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth, and understands and accepts that any pricing defined in an Order does not include such taxes.

All recurring software maintenance support, subscriptions, and/or other service packages ("**Recurring Services**") will automatically renew and be billed unless Client has terminated the Agreement per Section 4 below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

**4. Term, Termination, and Cancellation**

This Agreement will commence on the Effective Date and will be effective for a one (1) year period and will renew automatically for



one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

In all events, Client shall be liable for full payment for Services and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or puts on hold an Order between completed milestones, MCCi will invoice Client for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

**5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition of, or correction of any hardware or software problems that would affect the performance of Services; and (iv) any other items set forth in each Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

**6. MCCi Personnel**

Neither MCCi nor its Personnel are or shall be deemed to be employees of Client but rather as independent contractors. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the employment of such personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will also not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi affirms to Client that these resources will adhere to and are subject to the same representations made by MCCi throughout this Agreement.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

**7. Non-Solicitation**

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates).

**8. Confidential Information**

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All



consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

**"Confidential Information"** means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

**9. Intellectual Property**

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall immediately turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any

proprietary code (source and object), which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information (as hereinafter defined) of Client conveyed to MCCi. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCi shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

**10. Data Privacy**

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to **"Personal Information"** (as defined by the State Data Protection Laws and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only with (i) MCCi Personnel, (ii) any third party service providers that has agreed to safeguard Personal Data in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the State Data Protection Laws for information generated in connection with



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this Agreement or any Order hereto, MCCi shall notify Client in writing immediately, as soon as possible, but not later than three (3) business days of discovering such Security Breach.

**11. Warranty**

**(a) Services Warranty.**

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent and workman-like manner that meets industry standards.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Client shall have ten (10) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within ten (10) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than MCCi. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. MCCi also does not warrant any third-party products procured on behalf of Client, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY.

WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard billing rates.

**(b) General Warranty.**

MCCi shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

**12. Indemnification and Limitation of Liability**

**(a) Mutual Indemnification.**

(i) MCCi (for purposes of this Section 12, "**Indemnifying Party**") shall indemnify, defend and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**"):

- For bodily injury or personal property damage arising out of MCCi's performance within the scope of its responsibilities under this Agreement.
- A breach of MCCi's obligations with respect to confidentiality
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.



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(ii) To the extent permitted by law, and subject to Section 12(f) herein, Client (for purposes of this Section 12, "**Indemnifying Party**") shall indemnify and hold MCCi harmless against any loss, damage or costs (including reasonable attorneys' fees that are necessary and just and awarded by a court of competent jurisdiction) in connection with third party claims, demands, suits, or proceedings ("**Claims**");

- For bodily injury or personal property damage arising out of Client's performance within the scope of its responsibilities under this Agreement.
- A breach of Client's obligations with respect to confidentiality
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

**(b) MCCi Indemnification.**

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

**(c) Client Warranties.**

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to the extent permitted by law, indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products.

**(d) Indemnification Procedure.**

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

**(e) Limitation of Liability.**

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation,

lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. Except for a Party's indemnification obligations, or except in the event of loss or damage caused by gross negligence or intentional misconduct, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last twelve (12) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

**(f) Client Indemnification.**

Notwithstanding any of the foregoing in this Section 12, in no event shall Client be required to create a sinking fund to satisfy any obligation to indemnify MCCi under this Agreement. This provision shall survive termination of this Agreement.

**13. Insurance**

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Errors and Omissions: \$1,000,000 per occurrence
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

**14. Notices**

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:



If to MCCi  
MCCi, LLC  
3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@mccinnovations.com](mailto:legal@mccinnovations.com)

If to Client:  
City of North Richland Hills  
4301 City Point Drive  
North Richland Hills, TX 76180  
Attn: City Manager  
Email: [mhindman@nrhtx.com](mailto:mhindman@nrhtx.com)

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify MCCi's records to confirm MCCi's billing to Client is correct.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all reasonable costs associated with audits.

**15. Miscellaneous**

**(a) 3rd Party EULA Provisions.**

Client acknowledges that they are responsible for adhering to any 3<sup>rd</sup> party End User License Agreements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

**(b) Use of Open Source Code.**

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source Materials includes software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

**(c) Client Software Customizations.**

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

**(d) MCCi Software Configuration Services.**

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

**(e) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(f) Audit Rights.**

**(g) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any Party or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(h) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(i) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(j) Dispute Resolution.**

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make every effort to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator who shall be agreed upon by the parties, for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs, including attorney's fees, and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(k) Interpretation.**



The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(l) Publicity.**

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

**(m) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(n) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

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Backup

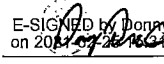
**MASTER SERVICES AGREEMENT NO. 25516**



**City Secretary Office  
Official Record Copy**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**MCCi, LLC**

Signed:   
E-SIGNED by Donny Barstow  
on 2021-02-25 15:15 GMT

Name: Donny Barstow

Title: President & CEO

Date: February 25, 2021

**CITY OF NORTH RICHLAND HILLS ("Client")**

Signed: 


Name: Mark Hindman

Title: City Manager

Date: March 10, 2021

4301 CITY POINT DRIVE  
NORTH RICHLAND HILLS, TX 76180

**ATTEST:**

BY:   
Alicia Richardson, City Secretary  
Chief Governance Officer



**APPROVED TO FORM AND LEGALITY:**

By:   
Maleshia McGinnis, City Attorney

BACK

NRPH Council Action: (Y) M  
Date Approved: 3-8-2021  
Agenda No.: B.2  
Ord / Res No.: —





# NRH

## CITY OF NORTH RICHLAND HILLS COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between MCCi, LLC ("Vendor") and the City of North Richland Hills, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer as defined in Section Texas Regional Service Designation of the Agreement between the [BuyBoard] and Vendor, [Contract No. 625-20], as amended, (the "Agreement") with an effective date of 12/01/2020.

This Customer Agreement shall be governed by the terms and conditions of the [Agreement], which is incorporated herein by reference and is available online at <https://app.buyboard.com/Shop/Products?term=625-20+mcci#ContractModal> or upon request from Vendor, and the attached Quote/Purchase Order No. Addendum No. 1 to Master Services Agreement "MSA" No. 25516/Quote No. 18743. The Agreement expires on 11/30/2021. Authorized Customer is eligible and desires to purchase Document Management Services/Laserfiche pursuant to the terms and conditions of the [Agreement] as the [BuyBoard] may specify from time to time, as well as the terms and conditions of this Customer Agreement. [BuyBoard] will only be responsible for services provided to [BuyBoard] and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer agrees to the terms and conditions of the [Agreement] as applicable. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the [BuyBoard] under the [Agreement], as applicable, as if Customer had entered into the [Agreement]. Further, Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records involving transactions relating to this Customer Agreement necessary to determine compliance therewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits. Payments under this Agreement shall not exceed \$ 57,317 annually for 3 year(s) through 11/30/2023

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by Customer.

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this 10<sup>th</sup> day of March 20 21.

CITY OF NORTH RICHLAND HILLS:

By: Mark Hindman  
Mark Hindman, City Manager

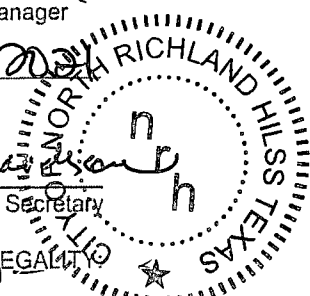
Date: March 10, 2021

ATTEST:

By: Alicia Richardson  
Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY

By: Maleshia B. McGinnis  
Maleshia B. McGinnis, City Attorney



VENDOR NAME:

By: Victor D'Auria

Name: Victor D'Auria

Title: COO

Date: 02/11/2021

NRH Council Action Y/H

Date Approved 3-8-2021

Agenda No. B.2

Ord / Res No. \_\_\_\_\_

November 1, 2021

**Sent via email to: [ktucker@mccinnovations.com](mailto:ktucker@mccinnovations.com)**

Katy Tucker  
MCCi, LLC (Self-reporting Vendor)  
1958A Commonwealth Lane  
Tallahassee FL 32303

Re: Copy-Print and Document Management Services  
BuyBoard Contract 625-20

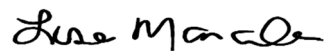
The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Copy-Print and Document Management Services, Contract 625-20 effective December 1, 2020 through November 30, 2021, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through November 30, 2022.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Lisa Maraden  
Contract Administrator

1<sup>st</sup> renewal v.02.13.2020



## Vendor Contract Information Summary

Vendor Name MCCI, LLC (Self-reporting Vendor)  
Contact Cassie Shores  
Phone Number 8507010725  
Email salesoperations@mccinnovations.com  
Website www.mccinnovations.com  
Federal ID 33-1069550  
Accepts RFQs Yes  
Address Line 1 1958A Commonwealth Lane  
Vendor City Tallahassee  
Vendor Zip 32303  
Vendor State FL  
Vendor Country USA  
Delivery Days 10  
Freight Terms FOB Destination  
Payment Terms Net 30 days  
Shipping Terms Prepaid and added to invoice  
Ship Via Common Carrier  
Is Designated Dealer No  
EDGAR Forms Received Yes  
Service-Disabled Veteran Owned No  
Minority Owned No  
Women Owned No  
Is National Yes  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE No  
Regions Served All Texas Regions  
States Served All States  
Contract Name Copy-Print and Document Management Services  
Contract # 625-20  
Effective Date 12/01/2020  
Expiration Date 11/30/2023  
Quote Reference Number 625-20



## **BuyBoard** Vendor Contract Information Summary

Return Policy For software orders, within 30 days of order, if software has not been activated, a full refund will be granted; if software has been activated, a 15% processing fee will apply. No refunds will be granted after 30 days. For scanning orders, MCCi will correct only those valid discrepancies outlined in our agreement above the acceptable error rate reported within 90 days after delivery of electronic data to client. All product warranties are limited to manufacturer's standard warranty provisions.

Additional Info null

Backup



**PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Copy-Print and Document Management Services

**Proposal Due Date/Opening Date and Time:**  
May 14, 2020 at 4:00 PM

**Proposal Number:** 625-20

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2020 through November 30, 2021 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
October 2020

**MCCi, LLC**

Name of Proposing Company

**5/4/2020**

Date

**3717 Apalachee Parkway, Suite 201**

Street Address

Signature of Authorized Company Official

**Tallahassee, FL 32311**

City, State, Zip

**Donald Barstow**

Printed Name of Authorized Company Official

**850.701.0711**

Telephone Number of Authorized Company Official

**President & CEO**

Position or Title of Authorized Company Official

**850.564.7496**

Fax Number of Authorized Company Official

**33-1069550**

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



**VENDOR CONTACT INFORMATION**

Name of Company: MCCi, LLC

Vendor Proposal/Contract Contact Name: Cassie Shores

Vendor Proposal/Contract Contact E-mail Address: cshores@mccinnovations.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311

Company Website: https://www.mccinnovations.com

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

**Please select options below for receipt of purchase orders and provide the requested information:**

- I will use the internet to receive purchase orders at the following address:  
 Purchase Order E-mail Address: salesoperations@mccinnovations.com  
 Purchase Order Contact: Cassie Shores Phone: 850.701.0725 ext. 1750  
 Alternate Purchase Order E-mail Address: billing@mccinnovations.com  
 Alternate Purchase Order Contact: Lindsey Fearington Phone: 850.701.0725 ext. 1659
- Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: bids@mccinnovations.com

RFQ Contact: Cassie Shores Phone: 850.701.0725 ext. 1750

Alternate RFQ E-mail Address: salesoperations@mccinnovations.com

Alternate RFQ Contact: Donny Barstow Phone: 850.701.0711



**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 3717 Apalachee Parkway, Suite 201 Department: Finance

City: Tallahassee State: FL Zip Code: 32311

Contact Name: Lindsey Fearington Phone: 850.701.0725 ext. 1659

Invoice Fax: 850.564.7496 Invoice E-mail Address: lfearington@mccinnovations.com

Alternative Invoice E-mail Address: billing@mccinnovations.com

In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

Billing agent Mailing address: \_\_\_\_\_ Department: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Billing Agent Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Agent Fax: \_\_\_\_\_ Billing Agent E-mail Address: \_\_\_\_\_

Alternative Billing Agent E-mail Address: \_\_\_\_\_

**\*\* If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



**FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

**FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_ **MCCi, LLC**

Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

**Donald Barstow, President & CEO**

Printed Name

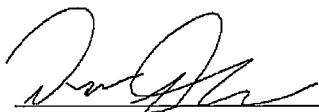
**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_ **MCCi, LLC**

Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

**Donald Barstow, President & CEO**

Printed Name



**RESIDENT / NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>MCCi, LLC</u>	<u>3717 Apalachee Parkway, Suite 201</u>	
Company Name	Address	
<u>Tallahassee</u>	<u>FL</u>	<u>32311</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
 Yes     No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

**VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes     No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

MCCi, LLC

Company Name

Signature of Authorized Company Official

Donald Barstow, President & CEO

Printed Name



**NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

MCCi, LLC

Company Name

Signature of Authorized Company Official

Donald Barstow, President & CEO

Printed Name

***Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.***

**NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

MCCi, LLC

Company Name

Signature of Authorized Company Official

Donald Barstow, President & CEO

Printed Name

**HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
  - Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

\_\_\_\_\_

**Name of Certifying Agency:**

\_\_\_\_\_

- My company has **NOT** been certified as a HUB.

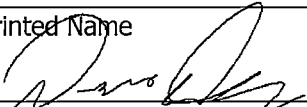
By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**MCCi, LLC**

Company Name

**Donald Barstow, President & CEO**

Printed Name

  
Signature of Authorized Company Official



**CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

**MCCi, LLC**

Company Name

Signature of Authorized Company Official

**Donald Barstow, President & CEO**

Printed Name

**5.13.2020**

Date



### DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

Deviations presented by the vendor have been accepted by BuyBoard

Lisa Maraden  
BuyBoard Contract Administrator

List and fully explain any deviations you are submitting:

MCCi's scanning/imaging services do not include charges as applicable for pickup, delivery, and shipping. These are priced by job and will vary. MCCi may have additional Terms and Conditions related to each project that it will negotiate with cooperative members; it is understood that any additional terms will not supersede BuyBoard's terms. For avoidance of doubt, MCCi's standard Master Services Agreement (MSA) references government purchasing vehicle language as superseding MCCi terms.

#### PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via:  Common Carrier  Company Truck  Prepaid and Add to Invoice  Other:

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

3. Number of Days for Delivery: Varies ARO

4. Vendor Reference/Quote Number: 625-20

For software orders, within 30 days of Order, if software has not been activated, a full refund will be

5. State your return policy: granted; if software has been activated, a 15% processing fee will apply. No refunds will be granted after 30 days. For scanning orders, MCCi will correct only those valid discrepancies outlined in our agreement above the acceptable error rate reported within 90 days after delivery of electronic data to Client. All product warranties are limited to manufacturer's standard warranty provisions.

6. Are electronic payments acceptable?  Yes  No

7. Are credit card payments acceptable?  Yes  No

**MCCi, LLC**

Company Name

Signature of Authorized Company Official

**Donald Barstow, President & CEO**

Printed Name

\*Does not apply to MCCi, LLC



City Secretary Office  
Official Record Copy

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

\*Does not apply to MCCi, LLC

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Contact Person \_\_\_\_\_

BACKUP



## MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

**\*Does not apply to MCCi, LLC**

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number\* (**\*attach W-9**)

Designated Dealer Contact Person

Your Company Name

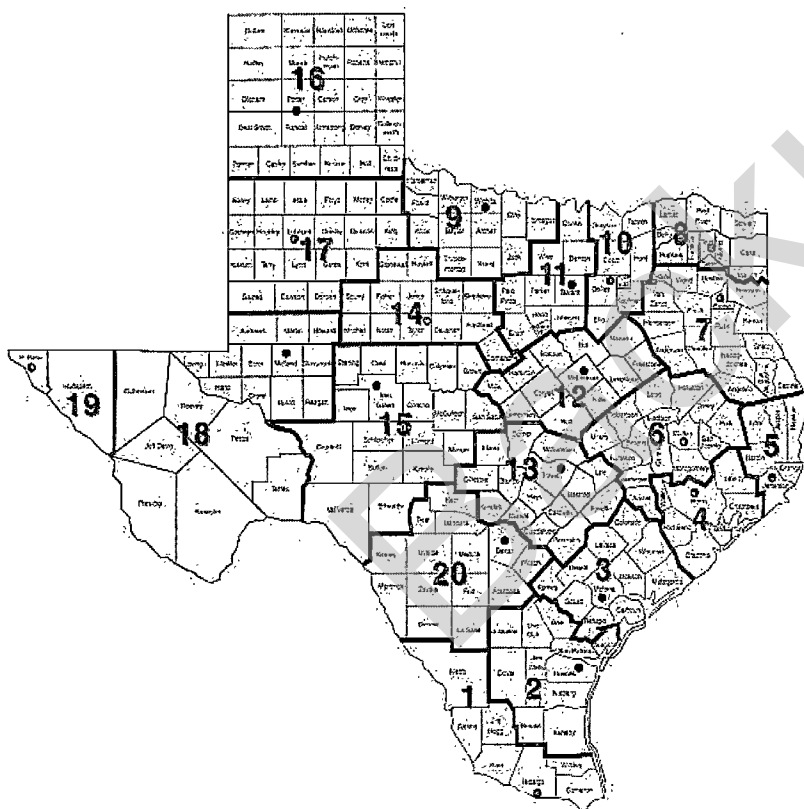
Signature of Authorized Company Official



## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

#### Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

MCCi, LLC

Company Name

Signature of Authorized Company Official

Donald Barstow, President & CEO

Printed Name

- I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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Backup



### STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (√) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

MCCi, LLC

Company Name

Donald Barstow, President & CEO

Printed Name

Signature of Authorized Company Official

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Backup



## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

**MCCi, LLC**

Name of Vendor

Signature of Authorized Company Official

**625-20**

Proposal Invitation Number

**Donald Barstow, President & CEO**

Printed Name of Authorized Company Official

**05.13.2020**

Date

Backup



**FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 4,278,508.28. (The period of the 12 month period is January 2019 / December 2019). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		Schedule 70
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	Y		Same as 9.
4. Sourcwell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other DIR, NCPA, City of Miami, Hanover County	Y		208-11, 208-36, 208-61

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.** 208-80, 920-30, 920-38, 920-45, 958-82

**CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

<p><b>Current Discount (%):</b> Laserfiche Software - 7% Laserfiche Support - 10% w/SLA MCCi/Laserfiche Subscription - 5% w/SLA Laserfiche Cloud - 3% MCCi Services - 8% w/out SLA, 10% w/SLA Scanning Discounts Vary</p>	<p><b>Proposed Discount (%):</b> Laserfiche Software - No Change Laserfiche Support - No Change MCCi/Laserfiche Subscription - 5% Laserfiche Cloud - No Change MCCi Services - 5% w/out SLA, 10% w/SLA Adding ABBYY Manufacturer Scanning Discounts - No Change</p>
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*There is no longer a requirement to have an active Service Level Agreement (SLA) to receive the Subscription discount. Although the MCCi Services Discount is still 10% with an SLA, without it is only 5% (versus the 8% it is today), so we can be in compliance with our other purchasing vehicles.*



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Signature of Authorized Company Official

MCCi, LLC

Company Name

Donald Barstow, President & CEO

Printed Name

Backup





### GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1, Corpus Christi, TX	Wendy Contreras	361.826.1834	wendyc@ cctexas.com	BuyBoard #544-17: Software: 7%   Support: 10%	\$81,554.90
2, Brazos County, TX	Desmond Harris	979.361.4565	dharris@ brazoscountytexas.gov	BuyBoard #544-17: Software: 7%   Support: 10%	\$95,005.35
3, Bryan, TX	Mary Lynn Stratta	979.209.5002	mstratta@ bryantx.gov	BuyBoard #544-17: Software: 7%   Support: 10%	\$81,487.35
4, Galveston, TX	Jim Boozer	409.797.3528	jboozer@ galvestontx.gov	BuyBoard #544-17: Software: 7%   Support: 10%	\$42,595.70
5, Prosper, TX	Leigh Johnson	972.569.1150	leigh_johnson@ prospertx.gov	BuyBoard #544-17: Software: 7%   Support: 10%	\$52,425.20

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES**  **NO**  If YES, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

**MCCi, LLC**

Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

**Donald Barstow, President & CEO**

Printed Name



### **MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)

Attach additional pages if necessary.

See next page.

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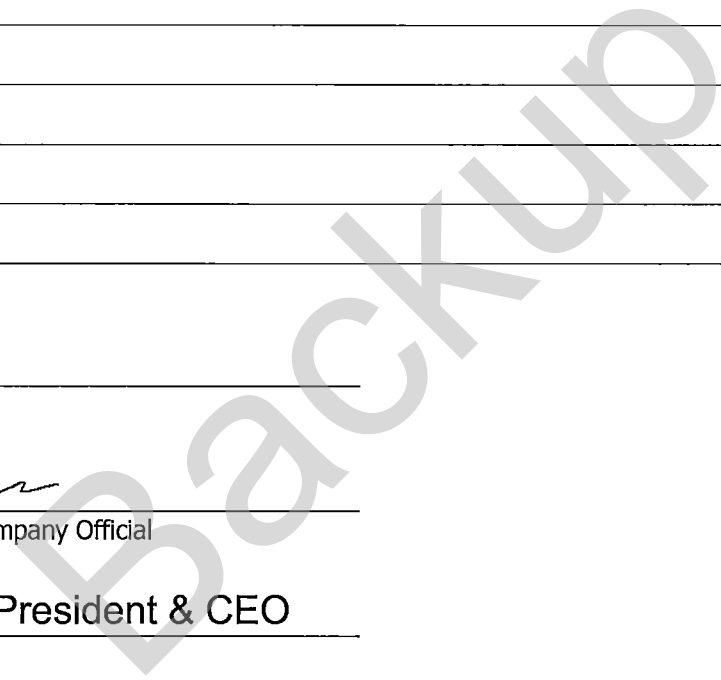
MCCi, LLC

Company Name

Signature of Authorized Company Official

Donald Barstow, President & CEO

Printed Name





## MARKETING STRATEGY

MCCi has a fully-staffed marketing department that is already dedicated to executing a marketing plan for all MCCi products and services. Those current strategies and tactics will be applied to the Cooperative members. A brief description of our marketing strategy is described below:

### WEBSITE

We currently maintain a website to draw potential clients and support our current clients. We post upcoming events and webinars to this site and also focus on strengthening our Search Engine Optimization (SEO) by using GoogleAd Words and keeping our content up to date at all times. Our website allows potential and current clients to see our solutions by industry, use case, process, and integration options. We also frequently post case studies and client success stories.

### VERTICAL FOCUS

In addition to our focus on the public sector, we believe specific verticals within government will allow us to leverage client successes and allow for an increased number of sales rather than a broad focus on government in general. We defined our verticals based on areas we have a current client that has a success story to share:

- Cities and Counties
- School Districts
- Special Districts
- Licensing Boards (State Level)
- Law Enforcement
- Higher Education
- Courts
- District Attorney's Offices
- State Agencies
- Human Resources
- Elections
- Building Departments
- Finance Departments

### EVENTS

MCCi sees our most success from our events. We strive to make the most of each to maximize leads and opportunities.

### TRADE SHOWS & CONFERENCES

We maximize our opportunities at conferences by attending all scheduled events, providing information marketing materials at our booth and securing speaking engagements to allow us to educate attendees on our products and services. In the state of Texas, we usually attend the following:

- Texas Municipal Clerks Association
- Texas Association of State Systems for Computing and Communications (TASSCC)
- Texas Association of Government Information Technology Managers (TAGITM)
- Texas Municipal Human Resources Association
- Texas Association of Business Officials
- GovTech Texas Public CIO
- Texas Government Finance Officers Association of Texas
- DIR e-Records

In addition to the state of Texas, we go to over 75 conferences across the country with a similar focus.

### MCCi LASERFICHE USER COMMUNITIES

MCCi hosts User Communities as a way for our clients to come together to network and learn more about our offerings. These educational events assist in retention efforts and facilitate sales, as clients learn about new products and new ways they can utilize our solutions. We also do remote User Communities periodically through the web to help those that cannot attend onsite events.

### CLIENT WORKSHOPS

Client Workshops are similar to a User Community, but are focused on a specific client. Our account management team focuses on conducting as many of these as possible throughout the year to provide overview training, review their current licensing, educate clients on all their solution has to offer, invite new departments or users to learn more about the solution they already have and more. These have been extremely successful in growing the size of these accounts.



### EMAIL & DIGITAL CAMPAIGNS

In addition to the events listed above and published materials, we use email and digital (social media) marketing as a way to market to current and potential clients.

If MCCi is chosen as a vendor, we will focus on educating our staff on the contract in order to make sure we maximize the use of it in our sales process. This will become a resource for us to educate prospective clients as they approach the buying phase in the sales process. We will:

- Conduct an educational session for our staff
- Create documentation that can be easily forwarded along to potential clients that includes all the relevant information so they can easily utilize the contract
- Educate prospective clients on the process

Backup



**CONFIDENTIAL/PROPRIETARY INFORMATION**

**A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

*(Attach additional sheets if needed.)*



**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**MCCi, LLC**

Company Name

  
Signature of Authorized Company Official

**Donald Barstow, President & CEO**

Printed Name

**05.13.2020**

Date



### **VENDOR BUSINESS NAME**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** MCCi, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**

- Individual/Sole Proprietor \_\_\_\_\_
- Corporation \_\_\_\_\_
- Limited Liability Company   X
- Partnership \_\_\_\_\_
- Other \_\_\_\_\_

If other, identify \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of Incorporation** (if applicable): \_\_\_\_\_

**Federal Employer Identification Number:** 33-1069550

*(Vendor must include a completed IRS W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

MCCi, LLC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

**12. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	<i>DBS</i>
2. Termination for Cause or Convenience	YES	<i>DBS</i>
3. Equal Employment Opportunity	YES	<i>DBS</i>
4. Davis-Bacon Act	YES	<i>DBS</i>
5. Contract Work Hours and Safety Standards Act	YES	<i>DBS</i>
6. Right to Inventions Made Under a Contract or Agreement	YES	<i>DBS</i>
7. Clean Air Act and Federal Water Pollution Control Act	YES	<i>DBS</i>
8. Debarment and Suspension	YES	<i>DBS</i>
9. Byrd Anti-Lobbying Amendment	YES	<i>DBS</i>
10. Procurement of Recovered Materials	YES	<i>DBS</i>
11. Profit as a Separate Element of Price	YES	<i>DBS</i>
12. General Compliance and Cooperation with Cooperative Members	YES	<i>DBS</i>

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**MCCI, LLC**

Company Name

Signature of Authorized Company Official

**Donald Barstow, President & CEO**

Printed Name



## PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

MCCi originated from Municode, who manages the code, ordinances, and websites of more than 4,500 municipalities. In 2003 (17 years ago), the company's growth led to MCCi becoming a separate company and expanding its services to all types of government agencies and commercial businesses.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

MCCi has been implementing complex Enterprise level software for government organizations for over 15 years. As a company, we have a large team of technical staff, ranging from software developers to system engineers and project managers. As the largest provider of Laserfiche in the Country, our technical staff handles remote and onsite training and implementations on a weekly basis

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

MCCi maintains a Line of Credit that has adequate availability in times of need. MCCi maintains adequate cash reserves at all times. To verify statements above, MCCi can produce internally prepared financial statements upon request. MCCi does not subscribe to ratings from an agency like Dun & Bradstreet; therefore, these ratings are extremely inaccurate. Our CFO, James Dandy can be contacted directly at 850.701.0725 ext. 1655 or email at [jdandy@mccinnovations.com](mailto:jdandy@mccinnovations.com).



4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

MCCI, LLC

Company Name

Signature of Authorized Company Official



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: Proposer's Agreement and Signature
- Completed: Vendor Contact Information
- Completed: Felony Conviction Disclosure and Debarment Certification
- Completed: Resident/Nonresident Certification
- Completed: No Israel Boycott Certification
- Completed: No Excluded Nation or Foreign Terrorist Organization Certification
- Completed: Historically Underutilized Business (HUB) Certification
- Completed: Construction Related Goods and Services Affirmation
- Completed: Deviation/Compliance
- Completed: Location/Authorized Seller Listings
- Completed: Manufacturer Dealer Designation
- Completed: Texas Regional Service Designation
- Completed: State Service Designation
- Completed: National Purchasing Cooperative Vendor Award Agreement
- Completed: Federal and State/Purchasing Cooperative Experience
- Completed: Governmental References
- Completed: Marketing Strategy
- Completed: Confidential/Proprietary Information
- Completed: Vendor Business Name with IRS Form W-9
- Completed: EDGAR Vendor Certification
- Completed: Proposal Invitation Questionnaire
- Completed: Proposal Specifications *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.)*
- Completed: Required Forms Checklist

## **PROPOSAL SPECIFICATION SUMMARY**

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

### **Section I: Copy and Print Services**

1. Discount (%) off catalog/pricelist for **Black and White Copy and Print Services.**
2. Discount (%) off catalog/pricelist for **Color Copy and Print Services.**
3. Discount (%) off catalog/pricelist for **Flyers, Brochures and Postcards (Black and White).**
4. Discount (%) off catalog/pricelist for **Flyers, Brochures and Postcards (Color).**
5. Discount (%) off catalog/pricelist for **Banners Signs and Posters (Black and White).**
6. Discount (%) off catalog/pricelist for **Banners Signs and Posters (Color).**
7. Discount (%) off catalog/pricelist for **Business Cards and Company Letterheads (Black and White).**
8. Discount (%) off catalog/pricelist for **Business Cards and Company Letterheads (Color).**
9. Discount (%) off catalog/pricelist for **Presentations and Manuals (Black and White).**
10. Discount (%) off catalog/pricelist for **Presentations and Manuals (Color).**
11. Discount (%) off catalog/pricelist for **Decals, Vehicle and Promotional Magnets (Black and White).**
12. Discount (%) off catalog/pricelist for **Decals, Vehicle and Promotional Magnets (Color).**
13. Discount (%) off catalog/pricelist for **Photo Posters and Canvas Prints (Black and White).**
14. Discount (%) off catalog/pricelist for **Photo Posters and Canvas Prints (Color).**
15. Discount (%) off catalog/pricelist for **All Types of Business Forms, NCR Forms, and Envelopes.**
16. Discount (%) off catalog/pricelist for **Copy and Print Finishing Services.**
17. Discount (%) off catalog/pricelist for **All Other Types of Copy and Print Services.**

### **Section II: Graphic Design and Layout Services**

18. **Hourly Labor Rate for Graphic Design and Layout Services**, Not to Exceed hourly labor rate for Graphic/Design and Layout Services. (Hourly Labor Rate is inclusive of proofs to be provided prior to custom work).

### **Section III: Document Management Services**

19. Discount (%) off catalog/pricelist for **Document Imaging and Data Management Services** (comprehensive lifecycle management of documents and digital imaging).
20. Discount (%) off catalog/pricelist for **Records Management and Storage Services** (secure solutions for offsite records storage).
21. Discount (%) Off Catalog/Pricelist for **Document Imaging Software** (software for access to imaged information).
22. Discount (%) Off Catalog/Pricelist for **Secure Document/Record Shredding Services** (compliant document destruction for one-time and periodic shredding onsite or offsite).

### **Section IV: Document Courier Services**

23. Discount (%) off catalog/pricelist for **Document Courier Services.**



							MCCI, LLC	
							Total Price	\$0.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended
1	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Black and White Copy and Print Services. Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
2	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Color Copy and Print Services. Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
3	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Flyers, Brochures and Postcards (Black and White). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
4	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Flyers, Brochures and Postcards (Color). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
5	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Banners Signs and Posters (Black and White). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
6	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Banners Signs and Posters (Color). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
7	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Business Cards and Company Letterheads (Black and White). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	





							MCCI, LLC	
							Total Price	\$0.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended
8	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Business Cards and Company Letterheads (Color). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
9	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Presentations and Manuals (Black and White). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
10	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Presentations and Manuals (Color). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
11	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Decals, Vehicle and Promotional Magnets (Black and White). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
12	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Decals, Vehicle and Promotional Magnets (Color). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
13	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Photo Posters and Canvas Prints (Black and White). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	



							MCCI, LLC	
							Total Price	\$0.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended
14	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Photo Posters and Canvas Prints (Color). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
15	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for All Types of Business Forms, NCR Forms, and Envelopes. Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
16	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for Copy and Print Finishing Services. Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
17	Section I: Copy and Print Services- Discount (%) off catalog/pricelist for All Other Types of Copy and Print Services. Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
18	Section II: Graphic Design and Layout Services- Hourly Labor Rate for Graphic Design and Layout Services, Not to Exceed hourly labor rate for Graphic/Design and Layout Services. (Hourly Labor Rate is inclusive of proofs to be provided prior to custom work).			1	Hour		No Bid	
19	Section III: Document Management Services- Discount (%) off catalog/pricelist for Document Imaging and Data Management Services (comprehensive lifecycle management of documents and digital imaging). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		4.0%	



							MCCI, LLC	
							Total Price	\$0.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended
20	Section III: Document Management Services-Discount (%) off catalog/pricelist for Records Management and Storage Services (secure solutions for offsite records storage). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
21	Section III: Document Management Services-Discount (%) Off catalog/pricelist for Document Imaging Software (software for access to imaged information). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		5.0%	
22	Section III: Document Management Services-Discount (%) Off catalog/pricelist for Secure Document/Record Shredding Services (compliant document destruction for one-time and periodic shredding onsite or offsite). Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	
23	Section IV: Document Courier Services- Discount (%) off catalog/pricelist for Document Courier Services. Catalog/Pricelist MUST be included or proposal will not be considered.			1	EA		No Bid	



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY  
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
MCCI, LLC  
Tallahassee, FL United States

Certificate Number:  
2021-716245

Date Filed:  
02/11/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
The City of North Richland Hills

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
2021-02-22-LF  
Laserfiche Content Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CPC MCCI Holdings, LLC	El Segundo, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Victor D'Aurio, and my date of birth is 7.14.77

My address is 3717 Apalachee Parkway, Suite 201, Tallahassee, FL, 32311, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Leon County, State of Florida, on the 11 day of February, 2021  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

**CERTIFICATE OF INTERESTED PARTIES**



City Secretary Office  
Official Record Copy

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

MCCi, LLC  
Tallahassee, FL United States

**Certificate Number:**  
2021-716245

**Date Filed:**  
02/11/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

The City of North Richland Hills

**Date Acknowledged:**  
03/09/2021

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2021-02-22-LF  
Laserfiche Content Management Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CPC MCCi Holdings, LLC	El Segundo, CA United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)