

Platte County R-3 School District Verbal/Written Quote Summary Sheet (Minimum 3 quotes required)

Name: Rob Gardner and Andy Hall Department: HR and Technology Phone: 858-5420

Item/Service Requested: Document digitization and related software

Description of Product/Service: Contracted service to begin conversion of paper documents to digital format for availability and storage. Contract including data privacy was reviewed by district attorney, recommended changes were accepted by the winning bidder.

Quotes were obtained (verbally or written): Written. District RFP policy was followed and vendors were contacted. Following bid opening, clarifying questions were asked of bidders and references were checked.

Date	Vendor (product line)	Person	Contact Info	Total Amount
3/11/2022	IMS Technology Group	Lisa Nichols	573-722-2567	\$53,000.00
3/11/2022	Toshiba Business Solutions	Zach Maggiorotto	636-236-5072	\$133,923.50
	Doc2e-file	Sherry McManus	713-649-2006	\$71,283.75
3/11/2022	DocuLock LLC	Paul Janicek	816-341-4436	\$64,500.00

Recommended Vendor: IMS Technology Group

If not selecting low bid, please provide written justification as to why the low quote was not selected:
N/A



This agreement was made and entered into this _____ day of _____, 2022, by and between Information Management & Securities, LLC (dba IMS), hereinafter referred to as Contractor, and the Platte County R-3 School District, hereinafter referred to as the District.

BE IT MUTUALLY AGREED THAT:

1. For and in consideration of the below prices, said sum(s) to be paid by the District to the Contractor as further set herein. Contractor agrees to perform work as specified in the **Scanning and Storage of Central Office Records, 022222-A Document Digitizing & Storage Request for Proposal** dated March 11, 2022, and made a part of this agreement; namely to provide document scanning services with a 3-year FileBound Cloud document management system, with optional document shredding offerings.

Mandatory

Line #1: \$.09/image

Pricing includes document preparation, scanning, indexing four (4) fields, OCR, 60 days of short-term storage, and document destruction. Discount applied for volume over 500,000. The standard scanning rate under 500,000 images is \$0.12/image.

Line #2: FileBound Cloud 250K Object Count \$7,570.00/year for 3 years

FileBound Cloud 250,000 Objects - Document Management - Annual Payment - 3 year term

Line #3: FileBound Support Level I \$2,100

FileBound Support Level I provides web-based user training, project development, and installation. Additional professional services will be provided based on a Scope of Work.

Line #4: Standard Pickup (minimum fee) \$550/round trip

Round trip transportation from Mexico, Missouri to Platte City, Missouri, returning to Mexico, Missouri. The estimated number of pickups is one (1).

Optional

Line #1: All post scanning document shredding included at no additional cost

Line #2: Post scanning document storage for up to 60 days at no additional cost

2. This contract is to be for the period of _____ to _____, to which the District has the right, at its sole option, to renew the contract in a minimum of one-year segments for up to five (5) years.

3. It is understood that the Contractor is an independent contractor, and neither it nor its agents shall represent themselves as either employees or agents of the District. Further, the Contractor shall hold the District harmless for any liability incurred as a result of the work and shall indemnify the District for any cost incurred in defending against any action brought.

Platte County R-3 School District Provisions

Governing Law and Venue

This Agreement will be construed and enforced in accordance with Missouri law. The parties agree any litigation arising out of this Agreement will be litigated in the State of Missouri, Platte County, and the United States District Court for the Western District of Missouri, as appropriate.

Binding Effect

The obligations, covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

Drugs and Alcohol

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its subcontractors. As part of that responsibility, the Contractor shall enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by the Contractor's employees, subcontractors, and all other persons carrying out the Agreement.

Federal Work Authorization Program

Prior to commencement of the work, the Contractor shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. The Contractor shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an undocumented worker in connection with the contracted services.

Background Checks

Before employment of any employee, contractor, subcontractor, consultant or subconsultant who is an individual for work on the services set forth in this Agreement, the Contractor shall conduct or shall allow the District to conduct background checks through all appropriate state agencies and any other background checks as may be standard for entities providing services to public schools, including without limitation, a thorough review of the list of registered sex offenders as provided by the County

Sheriff's Department, the Federal Bureau of Investigation's criminal history files, the Missouri Highway Patrol's criminal history database and sexual offender registry, the Family Care Safety Registry, or the central registry of child abuse and neglect of the Missouri Children's Division; and any such individual who does not pass such background check as determined by the District in its sole discretion shall not be permitted to enter the premises where the services are being performed or any other school district property or to work on the services under this Agreement. The Contractor shall include all of these requirements in its contracts with their subcontractors and suppliers.

Force Majeure

If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

Merger

This Agreement is the entire Agreement between the Contractor and District and supersedes any prior oral understandings, written agreements, proposals, or other communications between the Contractor and District.

Authorized Representative

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

Severability

If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

Effective Date

This Agreement becomes effective upon the date of the last signature appearing below.

Assignment

This Agreement cannot be assigned by either party without the prior written consent of the other party.

Modification

Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

Forbearance

The failure or delay of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

Compliance with Laws and Policies

The Contractor will also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), 45 C.F.R. §§ 160 and 164 ("HIPAA Privacy Rule") Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify and hold harmless the District for any damages suffered by the Contracting School by reason of the Contractor's failure to do so. While performing services under this Agreement, the Contractor, its agents and employees will comply with all applicable Board Policies and Regulations, including policies on prohibiting illegal discrimination and harassment, staff conduct, contact with students, privacy of student information, and transportation.

Sovereign Immunity

Nothing in this Agreement shall be considered a waiver of the District's sovereign immunity or governmental immunity, by whatever name, under the laws of the State of Missouri including, but not limited to, under RSMo. § 537.600, et seq.

Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees granted in a judgment rendered in such action.

4. IN WITNESS WHEREOF, and in consideration of the respective undertakings herein set forth, the Contractor and the District agree to all provisions of this agreement, and in testimony thereof, the Contractor has executed this agreement by its duly authorized representative.

CONTRACTOR:

Information Management &
Securities, LLC (dba IMS)

DISTRICT:

Platte County R-3 School District

Name

Name

Authorized Signature

Authorized Signature

Title

Title

Date

Date

*In accordance with the original RFP, Contractor understands and accepts that the District may authorize the use of this contract for cooperative procurement where any tax-exempt schools district and/or government entity can buy services and goods as offered and described in the RFP submitted on March 11, 2022 by Contractor.

Pricing

Name of Company: Information Management and Securities, L.L.C. DBA: IMS, IMS Technology Group

Address: 4720 E. Liberty Street Mexico, Missouri 65265

Email: LisaN@imssecure.com Phone: 573-722-2567

Representative: Lisa Nichols Title: Director of Sales & Marketing

Signature: Lisa Nichols

The following amounts will be read at the formal bid opening:

\$ 53,000 Base Bid (approximate)

*Pricing includes all document preparation, scanning, and 3-year FileBound Cloud document management system

\$ Included in Base Optional Item Bids (approximate)

*Includes all post scanning document shredding and up to 60 days storage

Days expected to start the project (from contract date) 30

Days expected to complete the project 90



upland

FileBound

Subscription Comparison

FEATURES

Automated Email Input

Automated Social Media Import

Automated Document Classification and Indexing

Scheduled Report Delivery

Responsive Web Forms

Responsive Web Form Designer

Public Search Portal

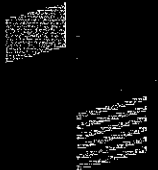
Forms Portal

Analytic Dashboards

DocuSign or HelloSign Integration

Records Management

DOC MGMT	WORKFLOW	ENTERPRISE
		●
		●
		●
		●
		●
		●
		●
		●
		●
		●
ADD'L COST	ADD'L COST	ADD'L COST



Ready to get things done?

Let us show you what Upland FileBound can do.

Upland FileBound delivers document and workflow automation applications that improve the operation of any organization by connecting users with the information they need to work more efficiently and effectively. With FileBound, customers can build automated workflow processes and centrally manage documents to improve compliance, collaboration, and access to information.



upland

FileBound

Subscription Comparison

FEATURES

Document Management

Document Capture

Flexible Configuration (Defined Fields)

Document Library Services (Revisions, Document Locking)

Document Notation (Annotations, Signatures, Stamps)

Granular Security

Web-Based Viewing

PDF Forms

HTML Forms

Global Search

Online Indexing

Mobile Application (iOS and Android)

Full Text Site OCR Process

Advanced Workflow Processing

Flexible Workflow Designer

Automated Document Validation

Automated Escalations

Automated Document Import

Scheduled Workflow Execution

	DOC MGMT	WORKFLOW	ENTERPRISE
Document Management	●	●	●
Document Capture	●	●	●
Flexible Configuration (Defined Fields)	●	●	●
Document Library Services (Revisions, Document Locking)	●	●	●
Document Notation (Annotations, Signatures, Stamps)	●	●	●
Granular Security	●	●	●
Web-Based Viewing	●	●	●
PDF Forms	●	●	●
HTML Forms	●	●	●
Global Search	●	●	●
Online Indexing	●	●	●
Mobile Application (iOS and Android)	●	●	●
Full Text Site OCR Process	●	●	●
Advanced Workflow Processing		●	●
Flexible Workflow Designer		●	●
Automated Document Validation		●	●
Automated Escalations		●	●
Automated Document Import		●	●
Scheduled Workflow Execution			●





The intent of this agreement is to ensure that Information Management & Securities, LLC (IMS) employees will use and access only the minimum amount of Confidential Information necessary to perform their duties and will not disclose Confidential Information to any person or entity. All Confidential Information received (or which may be received in the future) by Employee will be held and treated by Employee as confidential and will not be disclosed in any manner whatsoever, in whole or in part, and will not be used other than in connection with the employment relationship.

Non-Disclosure and Confidentiality Agreement

I, _____, understand that as an Employee of Information Management & Securities, LLC (IMS), I am obligated by federal HIPAA Privacy law and IMS policy to protect all confidential information from unauthorized use and disclosure.

Therefore, I agree as follows:

I shall not, during the term of my employment with IMS or anytime thereafter, disclose to any person or entity any confidential information regarding the business of IMS. "Confidential Information" is deemed to include customer lists and similar information and lists. I agree not to disclose or use, except for IMS business, any confidential or business information concerning IMS, including, but not limited to, the following information:

- A. Protected Health Information (PHI) in compliance with HIPAA (CFR 164.306);
- B. Protected Student Information in compliance with FERPA (34 CFR Part 99);
- C. Marketing information including sales goals and plans;
- D. Names of customers or accounts;
- E. Names of potential customers or accounts;
- F. The status of sales or development projects;
- G. Price quotations or other contract information;
- H. Computer software information;
- I. Emails, attachments, scanned documents, and faxes;
- J. Terms or agreements with the Employer's vendors, suppliers or customers;
- K. Revenue, expense, profit or other financial information;
- L. Any other confidential or trade secret information of the Employer.

I understand and acknowledge that in the event I breach or threaten to breach the confidentiality requirement, IMS shall be entitled to seek an injunction, both preliminary and final, enjoining and restraining such breach or threatened breach. This remedy shall be in addition to all other remedies available at law or in equity.

X

Employee Signature

Dated:



Since 2008, IMS has provided document storage and shredding services within the State of Missouri. IMS is located in Mexico, Missouri, close to the midpoint of the state.

Protecting personal information is held at the highest level at IMS. IMS joined the National Association of Information Destruction (NAID), a professional organization related to the document destruction and storage industry. IMS provides NAID AAA Certified shredding of documents for routine/scheduled shredding services and purges throughout the state. The company has established several processes and procedures to ensure document security to maintain compliance. Each employee must sign a confidentiality agreement as a condition of employment. Specifically, for the protection of the shredding of materials, only NAID AAA Certified employees are allowed access to the shred department, pull boxes for shredding, unload materials from company vehicles, and load trucks designated to paper mills for recycling. Additional security measures, such as random employee drug screenings, security cameras, and external security systems are in place inside and outside the IMS facility.

When IMS staff retrieve documents from their respective locations, they are immediately secured within an IMS vehicle and transported to IMS headquarters. Once there, IMS NAID AAA Certified staff unload the boxes and place them in the camera-monitored shred or storage areas, depending on the job at hand. Material coming to IMS for imaging is cataloged, verified, and placed into secure storage until the Scanning Department is able to process the work. Once ready, the NAID AAA Certified employees will release the boxes to the Department and notate their movement within the facility.

For those boxes coming to IMS for destruction, once unloaded from the truck, the boxes are fed directly into a high-speed, high-volume pierce and tear shredder. The shredded materials are then baled into bales weighing ~1,500 lbs and stored in the IMS facility until approximately 21 tons of bales are available. Once 21 tons of baled paper are ready, the IMS Operations team directly coordinates a shipment to one of the vetted paper mills for recycling. NAID monitors the entire shredding process). IMS is a NAID AAA Certified document destruction company and recycles ~3,500 tons of paper each calendar year. A NAID Certified document shred certificate is issued after the scanned documents have been viewed and confirmed.



Enclosed is a copy of our NAID AAA Certification as well as a summary of the value of this certification. The certificate is attached and the summary of standards is as follows:

NAID AAA Certification Compliance Guidelines:

NAID is the standards-setting body for the information destruction industry. NAID AAA Certification verifies the qualifications of certified information destruction providers through a comprehensive scheduled and unannounced audit program. This rigorous process supports the needs of organizations around the world by helping them meet numerous laws and regulations requiring the protection of confidential customer information:

FACTA Final Disposal Rule requires the destruction of all consumer information before it is discarded. Covered entities must monitor compliance of any organization contracted to destroy consumer records.

The FACTA Red Flags Rule requires audits of data-related vendors with access to personal information of customers.

Under HIPAA, covered entities may be subject to civil penalties for the misconduct of its business associates that lead to a security breach. Working with a NAID certified vendor reduces the risk.

Business associates of covered entities must comply with technical, administrative and physical safeguard requirements under the HIPAA Security Rule.

The media destruction specifications of PCI compliance require the following, all of which NAID certification requires and verifies:

9.10.1.a: Verify that hard copy materials are crosscut shredded, incinerated or pulped such that there is reasonable assurance the hard copy materials cannot be reconstructed.

9.10.1.b: Examine storage containers used for information to be destroyed to verify the containers are secured. For example, verify that a to-be-shred container has a lock preventing access to its contents.

9.10.2: Verify that cardholder data on electronic media is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion or otherwise physically destroying the media (e.g., degaussing).

NAID's certification program was developed by information security professionals and recognized by thousands of private and governmental organizations around the world.

All regional, third party NAID auditors have earned the Certified Protection Professional accreditation from ASIS International and are extensively trained on all certification audit procedures and requirements. NAID certification auditors verify that protocols are in place to ensure the security of confidential material throughout all stages of the destruction process such as handling, transporting, storing materials prior to destruction, and destroying and disposing of materials responsibly. This also includes any transfer of custody scenarios.

An extensive, three-level background screening process verifies that no individual with a known history of related crimes will be handling confidential material.

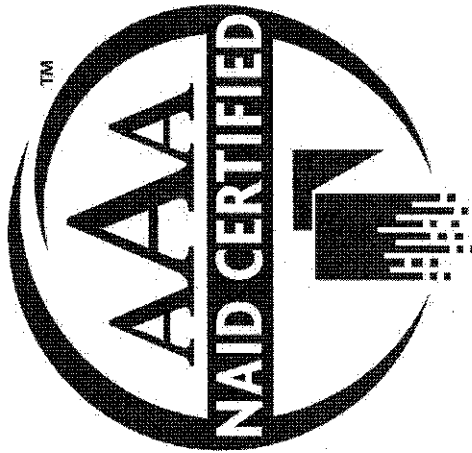
A regimented, comprehensive unannounced audit program means that certified companies operate knowing they may receive an unannounced audit on any day, at any time, providing a powerful motivator for ongoing compliance.

The Certification Review Board tracks reports of non-compliance and takes immediate remedial action to bring certified companies back into compliance. Repeat or serious infractions will result in fines and may result in the removal of certification.

Information Management & Securities, LLC

(dba IMS)

is Hereby Granted NAID AAA Certification®
by i-SIGMA®



The National Association for Information Destruction (NAID®) is the non-profit trade association recognized globally as the secure data destruction industry's standards setting and oversight body.

*The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations.**

As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.

The certificate holder is NAID AAA Certified for the following services and media types:

- Facility-based Operation Endorsement for Paper/Printed Media & Non-Paper Media

Valid Through: 30 September 2022

A handwritten signature in black ink, appearing to read 'R. Johnson', written over a horizontal line.

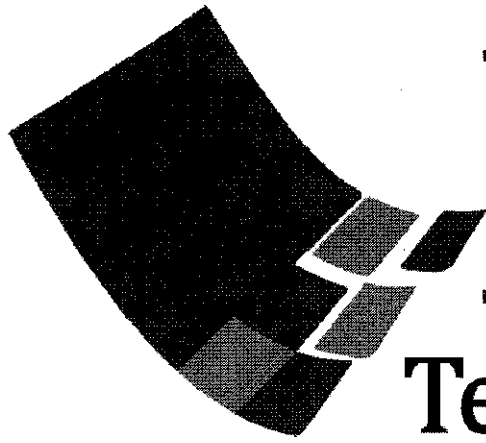
Robert J. Johnson

NAID AAA Certification Program Official

Applicable to the following location(s):

- 4720 E Liberty St., Mexico, MO 65265-6322 USA

*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA, PIPA, PHIPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting and data breach reporting procedures and training as required thereon or separately.



IMS

Technology Group

Platte County R-3 School District - FileBound Purchase 2022

Platte County R-3 School District

Platte City, MO 64079

United States

Debi Jurkovic

jurkovad@platteco.k12.mo.us

816-858-5420, Ext 2130

Reference: 20220411-164742750

Quote created: April 11, 2022

Quote expires: June 10, 2022

Quote created by: Lisa Nichols

Director of Sales & Marketing

lisan@imssecure.com

Comments from Lisa Nichols

This quote reflects the first year FileBound implementation cost.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
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Item & Description	SKU	Quantity	Unit Price	Total
FB Cloud 250K Obj - DM (A) FileBound Cloud 250,000 Objects - Document Management - Annual Payment - 3 year term	FB250DM36A	1	\$7,570.00 / year	\$7,570.00 / year for 3 years

FileBound Support Level I FileBound Support Level I provides web- based user training, project development, and installation. Additional professional services will be provided based on a Scope of Work.	IMS- FBsupport1	1	\$2,100.00	\$2,100.00
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Subtotals

Annual subtotal				\$7,570.00
One-time subtotal				\$2,100.00
		Total		\$9,670.00

Purchase terms

Questions? Contact me



Lisa Nichols
 Director of Sales & Marketing
 lisan@imssecure.com

Information Management & Securities, LLC
 4720 E. Liberty
 Mexico, Missouri 65265
 United States