

FILE



BANK

Enterprise Document Management

Quote 5189 Document Management

Proposal

Prepared For

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Created By

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FileBank Inc.

Our Mission

Relevant solutions. Real results. FileBank is an Enterprise Content Management (ECM) company committed to delivering solutions that offer unmatched security and that address industry-specific issues with both innovation and leading-edge technology. Customer-driven, our world-class ECM solutions are deployable at both the departmental and enterprise levels.

At FileBank, we adhere to a philosophy of quality above all. Every day, we seek new ways to improve efficiency and lower costs to benefit our clients and are dedicated to delivering quality services with great speed and accuracy.

FileBank's archive center is 610,000 cubic feet. It is an impressive four stories tall, built with windowless, concrete walls. Our archive center safely and securely stores more than 500,000 archive boxes, 2,100,000 files, and a data center with over 261 users. FileBank's scanning department has processed over 25,000,000 pages to digital format.

Our security measures prevent illegal access to equipment, buildings, material and documents, both within and outside the buildings. The inside of the building is equipped with a state-of-the-art fire suppression system and the exterior is monitored 24/7 by security cameras.

We operate at maximum efficiency to lower costs to our clients while providing safe, secure, and speedy retrieval of information critical to their business operations.



Jump to Digital



Electronic Document Management | V-Cabinet™

As document management programs become increasingly digitized, it is essential that your paper documents be converted into a digital format. FileBank delivers affordable solutions for your scanning and imaging needs. We can scan anything-from standard-size paper documents to large-format documents, such as blueprints and technical drawings. We offer remote access to your digitized record via the internet and the option to have your records unloadable via a disc. We also offer paper document storage and indexing services to help you stay organized and protect and safeguard your paper records after they are digitized. Our system allows you to:

- Locate and access files immediately
- Increase staff efficiency by eliminating search time
- More control with your retention plan
- View a record's entire history
- Access files simultaneously
- Facilitate better project management
- Enhance decision-making information
- Improve governance, risk, and compliance
- Accelerate document search and retrieval
- Create a centralized repository for all your data

Testimonials

"Our move toward cloud-based technology was triggered, in part, by Hurricane Sandy...We now manage more than 4,800 files using V-Cabinet. The electronic document management system has reduced the time it takes our staff to find files and has streamlines our in-house operations.

Nicholas Sacco, Christopher Pianese, & Erin Barillas

MAYOR, TOWNSHIP ADMINISTRATOR, & TOWNSHIP CLERK, TOWN OF NORTH BERGEN

"We recently opened an account with FileBank and have been pleased with the responsiveness and professionalism of the operation. We now have over 2000 files in storage and have been impressed with the efficiency of retrieval of information when I need it. FileBank superbly handles our archiving and storage needs. We are very happy with their prompt service and outstanding commitment and look forward to continued business together."

Marissa C. McKenzie

HUMAN RESOURCE MANAGER, EAST ORANGE SCHOOL DISTRICT, NJ

"Utilizing FileBank for off-site data storage allowed us to expand and use the added space for needed teacher conference rooms, not to mention the added sense of relief that all of our critical data was safe from fires, floods, power failures, theft and unauthorized access."

Melissa Simmons

BUSINESS ADMINISTRATOR, HARRINGTON PARK SCHOOL DISTRICT, NJ

"FileBank Inc. has developed a solution for businesses that need to store documents. FileBank is a state of the art, environmentally-controlled facility that uses the latest technology to serve its customers. They make their clients' lives easier by preserving their assets, eliminating worry about the safety of their stored documents or the inability to find a specific document when it is needed."

North Jersey Regional Chamber of Commerce

References

Marissa McKenzie, Human Resource Manager

East Orange School District Administration

(973) 266-5777

Marissa.McKenzie@eastorange.k12.nj.us

Deborah Karlsson, City Clerk

City of Hackensack

(201) 646-3940

dkarlsson@hackensack.org

Denise Cafone, Township Clerk

Township of Fairfield

973-882-4902

<mailto:dcafone@fairfieldnj.org>

Danielle Obinger - Production

Walt Disney Worldwide - Puppet Heap

(201) 222-1114

danielle@puppetheap.com

Erin Barillas, Town Clerk

Township of North Bergen

(201) 392-2025

erin.barillas@northbergen.org

David Gerber, Director of Information Technology

Good Shepherd Services

(212) 243-7070 ex. 247

david_gerber@goodshepherds.org

David Pawlowski, Business Administrator

South Brunswick School District

732-297-7800

<mailto:david.pawlowski@sbschools.org>

Cynthia Brown, City Clerk

City of East Orange

973-266-5110

<mailto:cynthia.brown@eastorange-nj.gov>

Pricing with Scope of Work

One Time Fees	Price	QTY	Subtotal
T89 - Purge per CF All boxes in BAD condition will be re-packed. Boxes will be labeled, barcoded and their description would be added to the document management system. Clients will be given access through the physical cabinet (P-Cabinet) to review the box description for on demand ordering and scanning. ----- Clerk's Office: 42 cubic feet Mayor's Office: 126 cubic feet Finance Office: 76 cubic feet POD (mixed departments): 302 CF	\$5.00	546	\$2,730.00
PUR - Purge Hourly Labor Rate Necessary men hours to complete the project	\$30.00	20	\$600.00
T51 - Add Index Item File Barcode and index files within the box by client specification.	\$1.25	2000	\$2,500.00
KMS - Retention Hourly Labor FileBank's master archivist will follow state guidelines and assign retention schedules to boxes based on description.	\$45.00	10	\$450.00

Subtotal **\$6,280.00**

Total **\$6,280.00**

Monthly Fees	Price	QTY	Subtotal
SFT - Storage per CF Box storage.	\$0.40	546	\$218.40
S59 - File Storage Filebank assumes legal custodianship of the files for auditing, retrieval, historical tracking and verification for the lifetime of each file within our system. Files can be Scan-On-Demand within 1 hour.	\$0.04	2000	\$80.00
M03 - Digital User License for V-Cabinet Access to V-Cabinet - Electronic Document Management System	\$28.41	4	\$113.64
S22 - Storage Megabytes Digital storage.	\$0.04	5000	\$200.00

<input checked="" type="checkbox"/> SVP - Scanner Jump to Digital includes: * Electronic document management system * High-speed scanner * OCR module * Auto-indexing Module * Configuration * Training & Support	\$339.76	1	\$339.76
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Subtotal **\$951.80**

Total \$951.80

Customer Agreement

FileBank Inc. (Company) hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as Town of Eatonville (Client) requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to **Keystone Purchasing Network** current rate schedule, or any revisions thereto. The attached [Schedule of Rates](#) is incorporated herein and made a part hereof.

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement.

1. **STORED MATERIAL** - From and after the effective date for a period of one (1) year, the Company shall store and service the Stored Material identified in the Company's records management software. Client and Company may modify or add to the record materials included in the Company's records management software. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material.
2. **ACCEPTANCE** - In the absence of an executed contract, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this contract.
3. **RATES** - Client agrees to pay Company for its services according to Keystone Purchasing Network current rate schedule and any revisions thereto. Payment for storage are due the 1st of every month and payment for services are due upon receipt of invoice. Monthly storage/retention charges shall be due upon receipt of invoice. For Stored Material received during a month or stored for a portion of a month, charges will be pro-rated for that month according to the then current Schedule of Rates based upon the date of receipt by the Company of the Stored Material. Rates may be changed upon thirty (30) days notice to the Client. Additional Service Charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges.

ACCESS TO STORED MATERIALS

1. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representative. Client represents that the Authorized Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person.
2. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
3. Authorized representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.
4. The Company shall not be liable for damage to Client materials in transit, or to items that may receive sudden and accidental damage, pursuant to conditions specified in Section 5, below.

LIMITATIONS OF LIABILITY

5. **The Company shall not be liable for any loss or damage to Stored Material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this**

agreement. Company's liability, if any, for loss, damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to \$1.00 per carton, linear foot, container, tape or disk pack, which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in section 6. In such case, Company's liability shall be limited to the amount of the excess valuation per carton, container, tape or disk pack. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the stored material.

6. Company shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
7. Stored Materials are not insured by Company against loss or injury, however caused.
8. **The Company accepts no liability for the deterioration of media in storage.**
9. Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than sixty (60) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter.
10. No action or suit may be maintained by the Client or others against the Company for loss, damage or destruction of the Stored Material, unless timely written claim has been given as provided in Section 5.e of this Agreement, and unless such action or suit is commenced either within twelve (12) months after date of delivery or return by the Company, or within twelve (12) months after the Client is notified or otherwise receives notice that loss, damage or destruction to part or all of said Stored Material has occurred, whichever is shorter.

4. **DECLARATION OF EXCESS VALUATION** - Client declares that the valuation of deposits made hereunder is \$ _____ per carton, container, tape, or disk pack and agrees to pay an additional monthly rate of \$ _____ per \$1000.00 of declared Excess Valuation, of which payment shall be made simultaneously with the normal monthly rate specified herein. The Company may, at its discretion, elect to repair, replace or restore lost or damaged property up to the valuation declared by the Client, whether the property is lost in whole or in part. **Client Signature:** _____ **Date:** _____

5. **TERM** - Unless sooner terminated as provided herein, the term of this Agreement shall continue until the Authorized Representative gives Company reasonable (at least sixty (60) days) advance written notice of a termination date and an address for delivery of the Stored Material. Early termination fees will apply for the balance of storage remaining on the current contract period.

6. **DEFAULT**

- 6.1. The occurrence of any one or more of the following events shall constitute a default ("Events of Default"):
 - a. Failure to pay any sum due hereunder within fifteen (30) days of when due; or
 - b. Breach of any provisions of this Agreement; or
 - c. Client becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.
- 6.2. Upon the occurrence of any of the Events of Default, Company, at its sole option, may exercise any or all of the following remedies without terminating the Agreement:
 1. Demand in writing that Client pick up the Stored Material; or
 2. Deliver the Stored Material to the Delivery Address, if none specified, to the Client Address.
 3. If this Agreement shall not have been terminated, Client shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material as provided in (a) above.
 4. Terminate this Agreement, whereupon Company, shall recover all damages suffered by reason of such termination.

7. **STORAGE CARTONS** - Storage Cartons purchased by the Client from the Company to transport and store Clients records come with a lifetime guarantee. Any storage Carton purchased by the Client from the Company that becomes damaged or unmanageable due to reasonable wear and tear will be replaced free of charge. If the Client uses any Storage Cartons other than those that can be purchased from the Company that become damaged or unmanageable, the Client agrees to pay the Company for the labor to re-pack the records and the cost of the replacement Storage Carton(s).
8. **DESTRUCTION OF RECORDS** - Upon written instruction from the Client or Authorized Representative, the Company may dispose of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such authority.
9. **TITLE WARRANTY** - The Client warrants that it is the owner or legal custodian of the Stored Material and has full authority to store said record material in accordance with the terms of this Agreement.
10. **INDEMNIFICATION** - Unless caused by the negligence of the Company, the Client agrees to fully indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that the Company may suffer or incur as a result of claims, demands, costs or judgments against it arising out of its relations with the Client or third parties pursuant to this Agreement.
11. **RULES**
 1. The Client agrees to comply with the Standard Storage Operating Procedures of the Company.
 2. The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items that have intrinsic market value.
 3. Unless the Company is contracted by the Client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods; and the Company shall not be liable for such loss unless the Client establishes such loss occurred because of the Company's failure to exercise the care required under section 5, above.
12. **CONFIDENTIALITY** - The Company shall exercise the same degree of care in safeguarding deposits entrusted to it by Client which a reasonable and careful Company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section 5 above. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law.
13. **DISPUTE RESOLUTION** - Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored material, the same shall be finally resolved by binding arbitration in Paterson, New Jersey, conducted by the American Arbitration Association before a panel of (one/three) arbitrators pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear ½ of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator(s) shall be final and binding between the parties and enforceable by Superior Court of New Jersey.
14. **MISCELLANEOUS** - This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supersedes any and all prior agreements, arrangements, understandings, and representations, whether oral or written, between the parties. This Agreement may not be assigned by Client without the consent of Company. No modification

of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of New Jersey without giving affect to its conflict of laws principles. In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the records are stored. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such schedules. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

Accepted by:

Signature: _____ Printed Name: _____

Town of Eatonville

FileBank Inc.

Date: 4/14/2023

Effective Date: 4/14/2023

Signed by:

A handwritten signature in blue ink, appearing to read "Greg Capelund". The signature is fluid and cursive, with a long, sweeping underline.

Date: 4/14/2023