ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: UNIQUE MANAGEMENT SERVICES
119 E MAPLE STREET
JEFFERSONVILLE, IN 47130

DATE ISSUED: JUNE 13, 2013
CURRENT CONTRACT NO: 305-13

CONTRACT TITLE: DEBT COLLECTION

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on OCTOBER 31, 2015.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO PARAGRAPH 5 of Agreement No. 305-13 (ATTACHED)

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ANDY HARP
TELEPHONE NO.: 800-879-5453

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: REBECCA SILLIKER
TELEPHONE NO.: 703-228-5944

EMAIL: RSILLI@ARLINGTONVA.US

VENDOR CONTACT AUTHORIZATION

[Signature]
Date: 6/26/13

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1

[Signature]
Lette Gonzales
Procurement Officer
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: Unique Management Services (UMS), 119 E Maple Street, Jefferson, IN 47130 ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the following services
   Refer to Exhibit A (Scope of Work)

2. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no services are required.

3. The Contractor's provision of these services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County's Library Department.

4. The Contractor shall provide the service designated in Paragraph 1 and any attachments beginning upon the signing of this agreement, and, unless terminated as provided below, shall continue until October 31, 2015.

5. For services rendered provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor $8.95 per delinquent account, up to the maximum amount of $22,000 per year, with payment to be made within 30 days of invoice receipt. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice’s correctness will be determined by the Project Officer.

6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

   a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

   1

   Unique Management Services
b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory services, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory services, the Contractor shall be entitled to receive compensation only for the services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.
10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. The Contractor shall provide the insurance coverages below before the start of work and shall provide a certificate of insurance evidencing such coverages.

- **X Workers Compensation-Standard Virginia Workers Compensation Policy.**

- **X Commercial General Liability (CGL) - $500,000 combined single limit with $1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. “The County Board of Arlington County, Virginia, and its officers, employees and agents” must be additional named insureds on the CGL policy.**

- **X The Contractor shall carry Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.**

12. The Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.

b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.

c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

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14. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

18. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the services provided under this Agreement or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Agreement, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County's written notice.

19. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § }
18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.

22. The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit A. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

26. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.
27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

28. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Unique Management Services, Inc
Attn: Andy Harp
119 E Maple Street
Jefferson, IN 47130

TO THE COUNTY:

The County Project Officer
Rebecca Silliker
10:5 N. Quincy Street
Arlington Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

29. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

32. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.
33. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

34. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: [Signature]
PRINTED NAME: RICHARD D. WARREN, JR.
PRINTED TITLE: PURCHASING AGENT
DATE: 10/31/2012

UNIQUE MANAGEMENT SERVICES, INC.

SIGNED: [Signature]
PRINTED NAME: NICOLE ATKINS
PRINTED TITLE: PRESIDENT & CEO
DATE: 10/31/12
EXHIBIT A
SCOPE OF WORK

A. ARLINGTON COUNTY PUBLIC LIBRARY ("The Library") RESPONSIBILITIES:
- Provide criteria to be used to identify patron accounts that should be submitted for collection
- Establish parameters to be used by the Contractor in dealing with delinquent accounts
- Approve letters and telephone scripts used to contact delinquent patrons (see attached)
- Library software will add the $10 late fee to the patron's account
- Install and maintain Collection Agency Module ("The Module") - a product purchased from Innovative Interfaces, Inc. and it is housed internally on the library's system. This module does not allow the Contractor access to the library's database and will send only the required information to the Contractor at the library's discretion.
- Accept payment, waiving fines, negotiation of accounts
- Update accounts with information provided by the Contractor (for new address or telephone numbers)
- Assign a staff member to be intermediary between the Contractor and Arlington Public Library for accounts with issues.
- The Module is set up to run once a week to flag new accounts for collection and run daily to update accounts that have already been sent to collection. The file created by the Module will be submitted directly to the Contractor via email to start the process.
- The Module will keep track of patrons that respond and will create a daily update file that will be electronically transferred to the Contractor via email and indicates either an increase or a reduction in the total balance.

B. CONTRACTOR'S RESPONSIBILITIES:

Patron Contacts
- The Contractor shall process accounts referred to by the County using agreed upon procedures below:

1. Accounts are loaded into the Contractor's collection software; all accounts are compared to the National Change of Address (NCOA) database in order to assure the most accurate address is available before any letters are mailed within twenty-four (24) hours of receipt. After NCOA is completed, a collection letter is sent out within twenty-four (24) hours of receipt of file from the library.

2. The Contractor then shall wait an additional three (3) week to allow the patron time to respond. If after three (3) weeks from the initial submission date, the patron still has not responded in full, a second collection letter is sent.
3. If the patron responds after any contact is made and there is still a remaining balance, the Contractor shall send the remaining balance letter to encourage the patron to contact the Library and pay their fines and/or return additional materials to clear their account.

4. If a patron has a remaining overdue balance thirty-five (35) days after the account was referred, the Contractor shall make a phone call to encourage the patron to clear their account. The Contractor shall use current technology to make calls and when a patron answers, live callers gently encourage patrons to bring back overdue materials and pay any fines and fees. Telephone calls shall be typically made in the evenings, Monday through Friday from 6:00 p.m. to 9:00 p.m. PST and on Saturday from 9:00 a.m. to 1:00 p.m. PST. The Contractor shall make several telephone attempts in an effort to contact the patron. If a patron is not home in the evening, callers will usually set the next call for Saturday so calls are made at varying times.

5. Payment by patrons shall only be made by check. Checks shall be made payable to "Treasurer, Arlington County. Any payments by check received by the Contractor will be forwarded to Arlington County Public Library ("APL") at 1015 N. Quincy Street, Arlington Virginia 22201, Attn: Rebecca Silliker to be processed to reflect payment on patron account. Such payments will be forwarded the same day on which they are received including patron’s library account number. When the Contractor does not have sufficient information to process payments, the Contractor shall contact the patron to identify which account the payment is for.

6. The Contractor shall do extensive skip tracing to find patrons who have moved. If a new address is located, a letter shall be scheduled for delivery to the corrected address. Corrected addresses shall be provided to the library each month in the Change of Address (COA) Report. The Contractor shall utilize numerous databases to conduct thorough skip tracing. Again, any time a partial payment is made, the patron shall receive a remaining balance letter. Skip tracing and credit reporting shall be included at no additional cost to the County.

7. A final notice is sent sixty-five (65) days after the account was transferred to the Contractor, which states that the patron will be credit reported if they do not clear their account with the library.

8. If the final notice letter is returned with a new forwarding address, the final notice letter is re-sent to the corrected address.

9. If a patron has not cleared their account, telephone calls shall be made to patrons between days 79 to 91. This shall be a courtesy call to explain to the patron that they are scheduled to be credit reported and to please not let this happen.

10. If the patron responds partially by returning materials and/or making a payment but still has a remaining balance, a

Unique Management Services
remaining balance letter shall be sent out immediately. This helps patrons understand that they still have an overdue balance and need to contact the library.

11. Several telephone calls shall be made depending on the patron's balance and their response to previous contact attempts.

12. Non-responding patrons shall be credit reported to the largest credit-reporting agencies in the United States at the end of the 120-day period. The Contractor shall follow all requirements established federal, state, and local authorities including, but not limited to the Fair Credit Reporting Act (FCRA), the Federal Equal Credit Opportunity Act, the Consumer Credit Protection Act, and the California Debt Collection Practices Act. These accounts shall be maintained in active status for no less than seven years or as specified by law.

Patrons will need to clear these "unpaid accounts" from the credit report in order to obtain credit. At the written request of the Library, the Contractor shall remove an account notification from all affected bureaus and provide a copy of that notification to the Library.

• Strong emphasis placed on the confidentiality of the accounts received. The Contractor shall operate under the guidelines established by the Federal Fair Debt Collection Practices Act and laws and regulations of Virginia and the United States in terms of confidentiality. If unable to contact a patron directly, leave very vague messages with other individuals in the home. Such as, "This message is for John Doe. Please contact your local branch of the Arlington County Public Library. It is important that you speak with someone at the circulation desk as soon as possible."

• All materials returned and payments shall be directed to the library at 1015 N. Quincy Street, Attn: Rebecca Silliker, Arlington, Virginia 22201.

Reports
The Contractor shall provide an online way to allow APL to access patron information in UMS system, view monthly management reports, see the dates contact was made with patrons, update patron address and phone number, suspend and resume accounts, print "paid in full letters" for patrons, etc.

The Contractor shall provide the following reports on a monthly basis:

• Bankruptcy: Accounts currently in bankruptcy proceedings

• Change of Address: Accounts that vendor has located a new address for our users; to be updated by APL in Millennium

• Collection Statement: Monthly, itemized, financial report of what was paid, waived, adjusted, or material returned.

• Progress Report: Monthly, transactional report of all account status updates (Initial Placement, Secondary Placement, Mail Returned, Bad Phone #, etc.)
• Summary of Accounts: Overview & total count report of accounts submitted, materials returned, dollars received since inception

• Suspended Accounts: List of accounts that are currently suspended by APL for repayment, etc.

Staff Assigned
The Contractor shall have a dedicated technical analyst that will contact the library at least once a quarter to obtain a synchronization (sync) report. This report provides the Contractor a complete list of all accounts flagged in the library's database and allows us to compare this information to the accounts in the Contractor's database. The quarterly sync ensures that all account balances are appropriately up-to-date and also allows us to trouble shoot, as necessary.

Customer Service Account Managers shall work directly with the County project officer - answering questions, evaluating staff satisfaction, and monitoring the collection process. They personally review each library's monthly management reports for accuracy and results. They shall be available during standard business hours Monday-Friday, EST 8 A.M. - 5 P.M. and shall return calls or emails within 24 hours.
EXHIBIT B

NONDISCLOSURE AND DATA SECURITY AGREEMENT

Unique Management Systems

Unique Management Services (Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agrees that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for the County. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to this agreement. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under this agreement.

Contractor also agrees that it will take strict security measures to ensure that information is not improperly stored, that if stored that

Unique Management Services
it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County’s physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County’s physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor’s security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of agreement, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor’s Work on the Agreement and shall survive termination of the Agreement.

Signed: [Signature]

Date: 10/31/12

Unique Management Services
New Contract Worksheet

Request Title
Unique Management - sole source

Is this a Capital Request?
No

Contract Description
We turn over and send them overdue accounts of $25 or more, up to $1000
(Treasurers Office handles those accounts). We pay by account we submit. This is
the only company that can interface without current library
information system.

Contact Person
Rebecca Smith

Department
UB

Department Financial Analyst
Krista Baurton Abte

Additional Approvals
Needed
IT Related
Vehicle or Related Equipment
Purchase
HIPAA Requirements Present

Date Contract Award
Needed: 11/7/2012
*Departments must insert an appropriate date, based on the actual
date goods or services are needed. If such a date is less than 5 weeks
from the date the request is submitted, an explanation of why that
date was chosen (i.e. exiting contract is due to expire, services are
related to another activity occurring on a particular date, etc.)
must be provided. On average, it is estimated that it will take 5 weeks to
process a contract request, which may include: 1) assigning the
request 2) prioritizing along with other current workload 3)
reviewing and revising document scope and terms with department
4) obtaining approval of others (i.e. County Attorney’s office) 5)
subsequent negotiation scope/terns with contractor and 6) execution
of contract documents (including obtaining any necessary supporting
documentation, such as insurance certificates and/or endorsements,
or SCC certification)

Accounting Code
Funding Source [FRS Account Code]:
101.437405.00101.0000.0000.0000

Estimated Value of
Contract/Budget Info
Amount Budgeted for Contract
$18,000

Additional detail needed for non-capital requests:

Purchasing Liaison Group Member
Susan Baurton

Estimated Annual Amount

Contract Term (in years)

Total Estimated Contract Value (Est. Annual Amt. / Contract Terms)
$0

Contract Type Details
Does a current county contract exist? (If so please attach a copy to ths request)
Yes

Is this form ready to be processed?
Yes

Enter any additional details:
DL - I'm forwarding you an email conversation I had with Susan. Please review the sole source request with
Vivette and Rick for approval. Thanks! Beth

http://acshareconnect.arlingtonva.us/sites/DMF/Solicitations/_layouts/FormServer.aspx?...
09/28/2012
ARLINGTON COUNTY, VIRGINIA
STANDARD FORM AGREEMENT
SOLE SOURCE 305-13

AMENDMENT NUMBER 1

This Amendment Number 1 is made on the date of execution of the Amendment by the County and amends the Standard Form Agreement dated 10/31/2012 ("Agreement") made between UNIQUE MANAGEMENT SERVICES, INC. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Agreement as follows:

ADD ADDITIONAL RESPONSIBILITIES AND SERVICES TO SCOPE OF WORK (EXHIBIT A):

A. ARLINGTON COUNTY PUBLIC LIBRARY ("The Library") RESPONSIBILITIES:
   • Provide data in electronic format to be used to identify patron accounts that require the sending of bill notifications.
   • Establish parameters, such as bill template, return address, and payment option, to be used by the Contractor in dealing with bill notifications.
   • Provide wording for bill notifications.
   • Assign a staff member to be intermediary between the Contractor and Arlington Public Library for accounts with issues.

B. CONTRACTOR'S RESPONSIBILITIES:
   Patron Contacts
   1. The Contractor shall process accounts referred to by the County using agreed upon procedures below:

      Information is processed with the following:
      • Add patron information, lost items, and amount owed to bills template.
      • Print notices on library letterhead and send notices in an envelope with the library return address.
      • Payment by patrons shall only be made by check. Checks shall be made payable to "Treasurer, Arlington County. Any payments by check received by the Contractor will be forwarded to Arlington County Public Library ("APL") at 1015 N. Quincy Street, Arlington Virginia 22201, Attn:--Central Circulation Staff to be processed to reflect payment on patron account. Such payments will be forwarded the same day on which they are received including patron's library account number. Strong emphasis placed on the confidentiality of the accounts received. The Contractor shall operate under the guidelines established by the Federal Fair Debt Collection Practices Act and laws and regulations of Virginia and the United States in terms of confidentiality.
   2. All materials returned and payments shall be directed to the library at 1015 N. Quincy Street, Attn: Central Circulation, Arlington, Virginia 22201.
Reports
The Contractor shall provide an online way to allow APL to see the date bill notifications were sent to patrons.

Staff Assigned
The Contractor shall have a dedicated technical analyst who will contact the library as soon as any technical issues arise (e.g.: unable to retrieve email with bill notification information or corrupted data within email).

Customer Service Account Managers shall work directly with the County project officer by answering questions, evaluating staff satisfaction, and monitoring the data exchange process. They shall be available during standard business hours Monday-Friday, EST 8 A.M. - 5 P.M. and shall return calls or emails within 24 hours.

PRICING FOR ADDITIONAL SERVICES:
The Contractor shall provide the below services for the costs distributed in the following manner:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per Notice - 8.5 x 11 Print Notice</td>
<td>$0.719</td>
</tr>
<tr>
<td>Price per Notice - Text (SMS) Message</td>
<td>$0.09</td>
</tr>
<tr>
<td>Price per Notice - Automated Phone Message</td>
<td>$0.12</td>
</tr>
<tr>
<td>Initial Set-up Fee per Notice Type</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Yearly Maintenance Fee (After First Year)</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Terms and Conditions
All other terms and conditions of the Agreement are unchanged and shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 2/12/13

UNIQUE MANAGEMENT SERVICES, INC.

SIGNED BY: [Signature]
PRINT NAME NICOLE ATKINS
AND TITLE: PRESIDENT & CEO
DATE: 2/12/13