

RESOLUTION NO. 2020 - 280

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH UNIQUE MANAGEMENT SERVICES, INC. FOR COLLECTION OF OVERDUE LIBRARY FINES.

RECITALS

WHEREAS, SJC Library Administration seeks to purchase a specific library collection agency that uses the library's circulation software through the St. Johns County Libraries; and

WHEREAS, the Library obtained a proposal from Unique Management Services, Inc. for the use of their specific library collection agency that uses the library's circulation software to access patron accounts and sends multiple notices to patrons with overdue fines at the cost not exceed fifteen thousand dollars (\$15,000.00) per year; and

WHEREAS, a single source notification was posted through DemandStar in accordance with Florida Statutes, and no alternative responses were received; and

WHEREAS, the services shall be funded by the Library; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract; and

WHEREAS, entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute a contract in substantially the same form and format as attached with Unique Management Services, Inc. for the services set forth therein. Costs for the service shall not exceed the amount allocated and available in the Library's annual budget.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of August, 2020.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 8/6/20





**AGREEMENT
MATERIAL RECOVERY SYSTEM**

Library: St. Johns County Public Library System
Address: 6670 US 1 South
City St. Augustine State Florida Zip 32086
Telephone: (904) 827-6900 Fax: _____

INITIAL PLACEMENT AND SECONDARY PLACEMENT

We hereby assign accounts to Unique Management Services for collection. We may withdraw them at any time. Unique Management Services may proceed with whatever steps are necessary for collection of the accounts. We warrant to Unique Management Services the accuracy of the information furnished to them on accounts submitted.

We understand that we will be billed once per month for the previous month's total submissions at the rate of \$8.95 for each submission if data is submitted electronically. If a Library letter is sent, the fee per patron processed will be \$0.50 higher. The maximum amount available as compensation to Unique Management Services under this Agreement shall not exceed fifteen thousand dollars (\$15,000.00) per year. Prices will be protected from any additional increases with the sole exception of any U.S. postal price increase, which Library agrees to pay.

GUARANTEE

Budget Neutrality: Unique Management Services guarantees not to charge, in collection fees, more than the amount of money recovered plus amounts waived. We understand that Unique Management Services will make adjustments to invoices for the difference between collection fees and the total money received plus amounts waived on accounts submitted to keep the service budget neutral. This will be based on (1) billings to date, (2) cumulative cash recovered, and (3) cumulative amounts waived. (See Conditions for qualifications)

TERM

This Agreement may be canceled by either party upon 60 days written notice. Payment terms are net receipt of invoice.

CONDITIONS

To qualify for budget neutrality guarantee, library must have an acceptable fine structure as determined by Unique Management Services, library must submit accounts with fines only balances, accounts submitted must contain a \$10.00 processing fee, and be no more than 60 days past due at time of submission. Signature below indicates that Unique Management has determined fine structure is acceptable.

St. Johns County Representative

Unique Management Services Representative

Date

Date

RIDER 1

St. John's County Supplemental Terms and Conditions

1. The following St. Johns County Supplemental Terms and Conditions are hereby incorporated into the Agreement between St. Johns County, FL ("County") and Unique Management Services ("Unique Management Services") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the Agreement, the provisions of Rider 1 shall prevail. The parties agree as follows:
2. Compensation:
 - A. The County shall compensate Unique Management Services by the previous month's total submissions at the rate of \$8.95 for each submission if data is submitted electronically or if a Library letter is sent, the fee per patron processed will be \$.50 higher for services to be provided in accordance with the mutually agreed to Agreement and this Rider 1. The maximum amount available as compensation to Unique Management Services under this Agreement shall not exceed fifteen thousand dollars (\$15,000.00) per year.
 - B. It is strictly understood that Unique Management Services is not entitled to the above-referenced amount of compensation. Rather, Unique Management Services' compensation shall be based upon Unique Management Services' providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.
 - C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.
3. Availability of Funds.

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, (and the County agrees that it shall not execute and submit an Order Form for the purchase of any products or services from Unique Management Services unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that Unique Management Services cannot demand that the County provide any such funds in any given County Fiscal Year.
4. Permits and Licenses.

To the extent that Unique Management Services needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then Unique Management Services shall be responsible for securing, obtaining/acquiring, and maintaining, at Unique Management Services' sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
5. Independent Contractor Relationship.

Unique Management Services is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to Unique Management Services' sole direction, supervision, and control.

Unique Management Services shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Unique Management Services' relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Unique Management Services does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.
6. Amendments to this Contract Agreement.

Both the County and Unique Management Services acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and Unique Management Services acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and Unique Management Services.

7. Duration & Renewal.

This Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be renewed, with unlimited one (1) year renewal options, upon satisfactory performance by Unique Management Services, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that Unique Management Services has satisfactorily performed the Services noted in the Contract Documents.

8. Public Records

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Unique Management Services' performance under this Agreement constitutes an act on behalf of the County, Unique Management Services shall provide access to all public records made or received by Unique Management Services in conjunction with this Agreement. Specifically, if Unique Management Services is expressly authorized, and acts on behalf of the County under this Agreement, Unique Management Services shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at Unique Management Services' sole cost and expense, all public records in the possession of Unique Management Services upon termination of this Agreement. Unique Management Services Group, Inc shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Unique Management Services to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Unique Management Services shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Unique Management Services' possession and shall promptly provide the County a copy of Unique Management Services' response to each such request.

7. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. Termination.

This Agreement may be terminated by the County without cause upon at least sixty (60) calendar days advance written notice to Unique Management Services of such termination without cause. This Agreement may be terminated by the County with cause provided that Unique Management Services does not cure such deficiency within thirty (30) days of written notice by County of Unique Management Services' breach. Such written notice shall indicate the exact cause for termination.

9. Notice of Default / Right to Cure

- A. Should Unique Management Services fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to Unique Management Services, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by Unique Management Services to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to Unique Management Services during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Unique Management Services shall be paid for Services authorized and due under this Agreement signed between the parties. If the County terminates because of a Unique Management Services breach, Unique Management Services will refund any unused and prepaid fees. If the County terminates without cause, Unique Management Services will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, Unique Management Services shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. This not a works for hire arrangement. Customer is not receiving any work product from Unique Management Services.
 4. Continue and complete all parts of the work that have not been terminated.

10. Personnel.

Unique Management Services represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by Unique Management Services, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in Unique Management Services' key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. Unique Management Services warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

11. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. Unique Management Services is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, Unique Management Services shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

12. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

13. Insurance.

Unique Management Services, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the duration of this Agreement.

Unique Management Services shall not commence work under this Agreement until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Unique Management Services shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate Unique Management Services has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within

thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve Unique Management Services of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

Unique Management Services shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect Unique Management Services from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Unique Management Services or by anyone directly employed by or contracting with Unique Management Services.

Unique Management Services shall maintain during the life of this Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of \$2,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover Unique Management Services and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

Unique Management Services shall maintain during the life of this Agreement, Cyber Liability & Data Storage Insurance with minimum limits of \$1,000,000 per occurrence and aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

Unique Management Services shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

14. Indemnification.

Unique Management Services shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of Unique Management Services' errors, omissions, or negligence. Unique Management Services shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

15. Successors & Assigns.

The County and Unique Management Services each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Unique Management Services shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Unique Management Services.

16. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

17. Conflict of Interest.

Unique Management Services represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. Unique Management Services further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. Unique Management Services shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence Unique Management Services's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Unique Management Services may undertake and request an opinion of Unique Management Services, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by Unique Management Services. The County agrees to notify Unique Management Services of its opinion by certified mail within 30 days of receipt of notification by Unique Management Services. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Unique Management Services, the County shall so state in the notification and Unique Management Services shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Unique Management Services under the terms of this Contract Agreement.

18. Excusable Delays.

Unique Management Services shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond Unique Management Services' control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of Unique Management Services's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of Unique Management Services and its subcontractor(s) and is without the fault or negligence of either of them, Unique Management Services shall not be deemed to be in default. Upon Unique Management Services's request, the County shall consider the facts and extent of any delay in performing the work and, if Unique Management Services's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

19. Arrears.

Unique Management Services shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Unique Management Services further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. Ownership of Documents.

Unique Management Services acknowledges that all information provided by County to Unique Management Services shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by Unique Management Services under this Agreement remains the property of Unique Management Services. Unique Management Services is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of Unique Management Services. The rights County will receive under the license agreement are rights to use the Unique Management Services software license applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow charts and/or specifications, or any work product produced by Unique Management Services, such as reports, schedules, displays, exhibits, other documentation, etc. Unique Management Services claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the Unique Management Services terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

21. Contingent Fees.

Unique Management Services warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Unique Management Services to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for Unique Management Services , any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

22. Access & Audits.

Unique Management Services shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such Unique Management Services books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

23. Nondiscrimination.

Unique Management Services warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

24. Entirety of Contractual Agreement.

The County and Unique Management Services Group, Inc agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and Unique Management Services .

25. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

26. Authority to Practice.

Unique Management Services hereby represents and warrants that it has and shall continue to maintain all license and approvals required conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

27. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. Amendments & Modifications.

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, Unique Management Services shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended Unique Management Services shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

29. Florida Law & Venue.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

30. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

31. Notices.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to Unique Management Services shall be mailed to:

Unique Management Services
Attn: Nicole Atkins, CEO
119 E Maple Street
Jeffersonville, IN 47130

32. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

33. No Third Party Beneficiaries.

Both the County and Unique Management Services explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, Unique Management Services may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

35. Survival.

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Office: (904) 209-0150

Sole/Single Source No: SS No: 20-31

Date Posted: January 30, 2020

Written Response due: February 10, 2020 by or before 3:00PM

RESPONSES SUBMITTED TO:

Name: Erin Edwards

Email Address: eedwards@sjcfl.us

Phone Number: (904) 209-0164

This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

PRODUCT/SERVICE REQUIRED: Unique Management Services, Inc

DESCRIPTION: Unique Management Services, Inc. is a specific library collection agency that uses the library's circulation software to access patron accounts and sends multiple notices to patrons with overdue fines. It is the only collection agency that integrates with SirsiDynix Horizon Software.

INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR: Unique Management Services, Inc.

PROPOSED COST: \$15,000.00

PROPOSED CONTRACT/PURCHASE TERM: Intent is for Agreement to have an initial one (1) year term with unlimited optional one (1) year renewals.

JUSTIFICATION FOR SOLE/SINGLE SOURCE: Preferred vendor due to being the only specific library collection agency that integrates with SirsiDynix Horizon Software.

RESPONSE TO SOLE/SINGLE SOURCE:

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

ATTACHMENTS: N/A

Vendor # 111027

5520-31

REQUEST FOR APPROVAL
ST JOHNS COUNTY PURCHASING

SUBJECT: Collection Agency to recover lost revenues

SUGGESTED VENDOR: Unique Management Services Inc

ESTIMATE: 15,000

REASON FOR REQUEST:

- A. Standardization
- B. Spare Parts
- C. Replacement Parts

- D. Only Known Supplier
- E. Delay of Construction Contractor
- F. Environmental Urgency

PURCHASING POLICY NUMBER:

- G. Public Safety Emergency
- H. Time Restriction
- I. Other

BUDGET ACCOUNT NO/DESCRIPTION:

BUDGETED AMOUNT: \$15,000

0078-53120

This is a library specific collection agency that uses the library's circulation software to access patron accounts and sends multiple notices to patrons with overdue fined. It is the only collection agency that integrates with SirsiDynix Horizon software.

REQUISITIONER: Angelina Gervasi, Administrative Assistant

DATE: 1/27/2020

DEPT. MANAGER: Jac Bass, Technical Services Manager

DATE: 1/27/2020

DIVISION MANAGER: Debra Rhodes Gibson, Library Director

DATE:

1/27/2020

PURCHASING REVIEW

- DISPOSITION:
- A. Concurs with Request
 - B. Does not concur with Request
 - C. Requires approval(s) as listed below

COMMENTS:

BUYER:

DATE:

PURCHASING MANAGER:

DATE:

MANAGEMENT REVIEW

- DISPOSITION:
- A. Concurs with Request
 - B. Does not concur with Request

COMMENTS:

___ Brad Bradley, Assistant County Administrator

DATE:

___ Joy Andrews, Assistant County Administrator

DATE:

___ Hunter S. Conrad, Interim County Administrator

DATE:

(Use reverse side for additional comments)
Return to Purchasing when completed.

Revised 01/08/20