

E-101-17

Contract DetailsSERVICE: Collection Services ContractNIFS ID #: CLTV17000017NIFS Entry Date: 1/26/2017Term: Three years from date of execution

| | |
|------------------------------|-------------------------------------|
| New <input type="checkbox"/> | Renewal <input type="checkbox"/> |
| Amendment #2 | <input checked="" type="checkbox"/> |
| Time Extension | <input type="checkbox"/> |
| Addl. Funds | <input type="checkbox"/> |
| Blanket Resolution | <input type="checkbox"/> |
| RES# | |

| | | |
|--|---|-----------------------------|
| 1) Mandated Program: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2) Comptroller Approval Form Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 5) Insurance Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Agency Information

| Vendor | |
|--|--------------------------------|
| Name AllianceOne Receivables Management Inc. | Vendor ID# 232994246 |
| Address 6565 Kimball Drive, Suite 200 | Contact Person |
| Gig Harbor, WA 98335 | Phone |

| County Department |
|---|
| Department Contact John G. Marks |
| Address 16 Cooper Street, Hempstead, NY 11550 |
| Phone 516-572-2654 |

Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE App'd & Fw'd | SIGNATURE | Leg. Approval Required |
|-------------|--|--|--|-----------|---|
| | Department | NIFS Entry (Dept) NIFS Appvl (Dept. Head) | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | 1/26/17 | <i>[Signature]</i> |
| 1/30/17 | OMB | NIFS Approval | <input checked="" type="checkbox"/> | 1/30/17 | <i>[Signature]</i> |
| | County Attorney | CA RE & Insurance Verification | <input checked="" type="checkbox"/> | 2/3/17 | <i>[Signature]</i> |
| | County Attorney | CA Approval as to form | <input checked="" type="checkbox"/> | 2/3/17 | <i>[Signature]</i> |
| 2/3/17 | Legislative Affairs | Fw'd Original Contract to CA | <input type="checkbox"/> | 2/3/17 | <i>[Signature]</i> |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | | <input type="checkbox"/> | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | County Attorney | NIFS Approval | <input type="checkbox"/> | | |
| | Comptroller | NIFS Approval | <input type="checkbox"/> | | |
| | County Executive | Notarization Filed with Clerk of the Leg. | <input type="checkbox"/> <input type="checkbox"/> | | |
| | Chief Deputy County Executive | | <input type="checkbox"/> | 1/21/17 | |
| 4/4/17 | Deputy County Executive | | <input type="checkbox"/> | 4/4/17 | |

Contract Summary

Description:

Amendment 2 allows for the reimbursement of certified mailings for warning letters prior to the acquisition of Default Judgments. Reimbursement will eventually be offset by payment of debtor.

Purpose:

The contractor provides debt collection services regarding past due fines from parking and traffic tickets and Photo Enforcement NOL's as set forth in said contract, which TPVA cannot collect due to the lack of resources available.

Method of Procurement:

TPVA initiated the Request for Proposal process on March 25, 2012. Approximately eighteen companies' submitted proposals and some performed demonstrations. TPVA then interviewed top 5 candidates. TPVA selected Alliance One according to standard county procurement procedures.

Procurement History:

This contract was previously granted to AllianceOne Receivables Management, Inc who has been serving the agency since 2008. However, after the current Request for Proposal was released, Alliance One is one of eighteen vendors who submitted successful proposals.

Description of General Provisions:

The Traffic and Parking Violations Agency will assign delinquent parking and traffic tickets along with Photo Enforcement NOL's as outlined in the contract to Contractor for collection. Contractor will provide a variety of services associated with collection, including but not limited to initiating a call center, credit reporting, linking to DMV, sending notices and interfacing with TPVA's computer system.

Impact on Funding / Price Analysis:

Contractor will be paid on a contingency basis and funds are encumbered to meet the requirements of the contract.

Amendment reimburses vendor to assist in processing Default Judgments certified mailings. Eventually, no cost to County, cost borne by debtor.

Recommendation: Approve as Submitted

Advisement Information

| BUDGET CODES | |
|--------------|-------------|
| Fund: | Gen |
| Control: | TV |
| Resp: | 1000 |
| Object: | DE |
| Transaction: | CL |

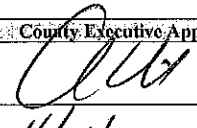
| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$.01 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$.01 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------------------|---------------|
| 1 | TVGEN1000DE500 | \$.01 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| TOTAL | | \$.01 |

Document Prepared By: Irene Higgins

Date: 1/26/17

| NIFS Certification | Comptroller Certification | County Executive Approval |
|--|---|--|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name  |
| Name | Name | Date <u>4/4/17</u> |
| Date | Date | (For Office Use Only) |
| | | E #: |



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: ALLIANCEONE RECEIVABLES MANAGEMENT INC.

2. Dollar amount requiring NIFA approval: \$ 0.00

Amount to be encumbered: \$ 0.01

This is a New Contract Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 9/6/13-12/13/19

Has work or services on this contract commenced? ☒ Yes No

If yes, please explain: Services began in 2013 under this current contract.

4. Funding Source:

☒ General Fund (GEN) Grant Fund (GRT)
 Capital Improvement Fund (CAP) Federal %
 Other State %
County %

Is the cash available for the full amount of the contract? ☒ Yes No
If not, will it require a future borrowing? Yes No

Has the County Legislature approved the borrowing? Yes No ☒ N/A

Has NIFA approved the borrowing for this contract? Yes No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Contractor provides debt collection services regarding past due fines from parking, traffic and photo enforcement NOL's which TPVA cannot collect due to the lack of resources available for collection efforts. In addition, Amendment #1 elected to activate the original option to allow the vendor to assist in processing Default Judgments; there will be no cost to the County, the cost will be borne by the debtor. Amendment #2 allows for the reimbursement to the vendor for warning letters prior to the acquisition of the Default Judgments. Reimbursement will eventually be offset by payment of debtor.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes No N/A
Nassau County Committee and/or Legislature Yes No N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQTV13000002 - \$1,375,000.00 encumbered in 2016.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

denberations.

Roseann Diller 1/31/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

| | | |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

Print Name _____

NIFA

Amount being approved by NIFA: _____

| | | |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

Print Name _____

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with AllianceOne Receivables Management, Inc. to provide collection services to the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with AllianceOne Receivables Management, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: AllianceOne Receivables Management Inc.

CONTRACTOR ADDRESS: 6565 Kimball Dr., Ste 200, Gig Harbor, WA 98335

FEDERAL TAX ID #: 232994246

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____ were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or Amendment of an existing contract.

The contract was originally executed by Nassau County on September 6, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after TPVA initiated a RFP on May 25, 2012. Approximately eighteen companies submitted proposals of which TPVA interviewed the top five candidates. The evaluation committee scored and ranked the proposals and as a result the highest-ranking proposer was selected. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal₂ agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

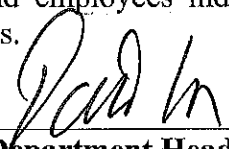
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
1/27/17

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

**SECOND AMENDMENT
TO CONTRACT FOR SERVICES**

This Second Amendment ("Second Amendment ") is dated effective as of the 16 day of December, 2016 ("Effective Date") and is entered into (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) AllianceOne Receivables Management, Inc., authorized to do business in New York, having its principal office at 6565 Kimball Drive, Suite 200, Gig Harbor, Washington 98335 (the "Contractor" or "AllianceOne").

RECITALS

WHEREAS, on September 6, 2013, the County and AllianceOne entered into a Contract for Collection Services, as amended by First Amendment dated as of 11/26/16 (collectively, the "Agreement"); and

WHEREAS, section 10 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the County and AllianceOne mutually desire to once again amend, modify or alter certain terms and conditions of the Agreement so as to clarify the provisions thereof with respect to costs and expenses.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Second Amendment, the County and AllianceOne do hereby agree as set forth below:

1. Section 3 (iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(iv) All costs and expenses incurred by the Contractor in the performance of Services shall be the sole responsibility of the Contractor and shall be paid by it without reimbursement from the County, except that the cost of the certified mailings will be borne by the County up to \$15 per mailing by USPS. To the extent that the costs of the certified mailing are collected from the debtor, the County will be reimbursed for such mailing costs.

2. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall prevail and control.
3. The provisions of this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Second Amendment are merged into this Second Amendment.
4. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

COUNTY OF NASSAU

By:

Deputy County Executive

Date

AllianceOne Receivables Management, Inc

By:

Harry Neerenberg,

Chief Financial Officer

12/16/16

Date

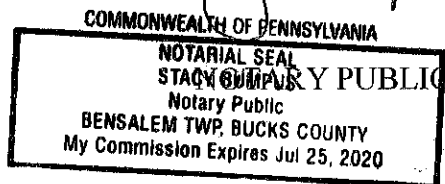
STATE OF ~~NEW YORK~~ PA

)ss.:

COUNTY OF ~~NASSAU~~ Bucks

On the 16th day of December in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared HARRY NEERENBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacy Bumpus



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the __ day of _____ in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



Corporate Headquarters
4850 Street Rd, Suite 300
Trevose, PA 19053

February 2, 2017

Subject: Nassau County Affirmation for Amendment E-212-16

Dear Madam/Sir:

In submission with AllianceOne's current contract amendment, I confirm that there have been no material changes to the following disclosure forms I submitted with our contract amendment E-212-16:

Principal Questionnaire

Business History Form

Consultant's Contractor's and Vendor's Disclosure Form

Exhibit A – Nassau County Political Campaign Contribution Disclosure Form

Exhibit B – Nassau County Lobbyist Registration Statement

Tim Casey

Printed Name

Chief Executive Officer, AllianceOne Inc.

[Signature]
Signature

E-212-16

RULES RESOLUTION NO. 370 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING
VIOLATIONS AGENCY AND ALLIANCEONE RECEIVABLES
MANAGEMENT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Vote Yes on 11-7-16
Yea 4 Nay 2 Absent 0 Recused 1
Legislators present: 6

WHEREAS, the County has negotiated an amendment to a personal services agreement with AllianceOne Receivables Management, Inc. to provide collection services to the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with AllianceOne Receivables Management, Inc..

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: AllianceOne Receivables Management Inc.

CONTRACTOR ADDRESS: 6565 Kimball Dr., Ste 200, Gig Harbor, WA 98335

FEDERAL TAX ID #: 232994246

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____ were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on September 6, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

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- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

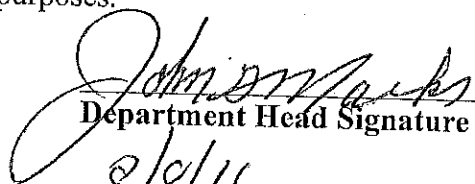
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature
8/8/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt form Pers /Prof Services Contract, D. B. 2012



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?
If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 2-14-17

Vendor: AllianceOne Receivables Management Inc.

Signed: _____

Print Name: Harry Neerenberg

Title: CFO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Harry Neerenberg
Date of birth 02/12/1967
Home address 124 Chinaberry Dr.
City/state/zip Lafayette Hill, PA 19444
Business address 4850 E. Street Rd. Suite 300
City/state/zip Trevose, PA 19053
Telephone 866-568-9235
Other present address(es) _____
City/state/zip _____ Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer 07/31/2007
Chairman of Board / / Shareholder / /
Chief Chief Exec. Officer / / Secretary 07/31/2007
Chief Financial Officer 05/31/2005 Partner / /
Vice President / / (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details _____
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details _____
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X; If Yes, provide details. _____
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X; If Yes, provide details. _____

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ Yes, provide details for each such conviction. _____
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If Yes, provide details for each such conviction
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the

subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES _____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES _____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES _____ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES _____ NO X If Yes, provide details for each such year _____
-

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Harry Neerenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14th day of February, 2017

Angela C Drake
Notary Public



AllianceOne Receivables Management Inc.
Name of submitting business

Harry Neerenberg
Print name

Harry Neerenberg
Signature
CFO
Title

02/14/2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Tim Casey
Date of birth 11/09/1962
Home address: 12213 S. 75th Ave.
City/state/zip Palos Heights, IL 60463
Business address: 1211 W. 22nd St. Suite 804
City/state/zip Oak Brook, IL 60523
Telephone 630-203-0900
Other present address(es) _____
City/state/zip _____
Telephone _____ List
of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President 07/31/2007 Treasurer / /
Chairman of Board / / Shareholder / / Chief
Exec. Officer 07/31 /2007 Secretary / / Chief
Financial Officer / / Partner / / Vice
President / /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES___ NO X If Yes, provide details
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES___ NO X If Yes, provide details
5. Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES___ NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES___ NO X; If

Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO X If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ___ NO X If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- g) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
- h) Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
- i) Is there any administrative charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
- j) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X Yes, provide details for each such conviction. _____
- k) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction
- l) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES _____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES _____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES _____ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES _____ NO X If Yes, provide details for each such year _____
-

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Timothy Casey, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14th day of February, 2017

Angela C Drake
Notary Public



AllianceOne Receivables Management Inc.
Name of submitting business

Timothy Casey
Print name

[Signature]
Signature

CEO
Title

02/14/2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 2-14-2017

1) Proposer's Legal Name: AllianceOne Receivables Management Inc.

2) Address of Place of Business: 4850 E. Street Rd. Ste. 300 Trevose, PA 19053

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): N/A

Phone : 866-568-9235

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 04-647-5013

5) Federal I.D. Number: 23-2994246

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes No X If Yes, please provide details:

Higgins, Irene

From: Rich, David H
Sent: Wednesday, September 21, 2016 9:42 AM
To: Higgins, Irene
Cc: Marks, John G
Subject: FW: Business History Form Correction

From: Tim Casey [mailto:Tim.Casey@teleperformance.com] ✓
Sent: Wednesday, September 21, 2016 8:15 AM
To: Rich, David H <drich@nassaucountyny.gov>
Cc: Harry Neerenberg <Harry.Neerenberg@allianceoneinc.com>; Kevin Underwood <Kevin.Underwood@allianceoneinc.com>
Subject: Business History Form Correction

Dave,

Please accept this correspondence as evidence that AllianceOne Receivables Management Inc. is a Corporation, and serve as correcting Question 6 of the Business History Form submission. ✓

Please let me know if you need the page resubmitted.

Thanks,

Tim

Tim Casey
Chief Executive Officer
AllianceOne Inc.
Teleperformance ARM

T +01 630 203 0900
M +01 801 953 9128
Oakbrook, Illinois USA
Tim.Casey@teleperformance.com



Teleperformance
Transforming Passion Into Excellence



teleperformance.com



facebook.com/teleperformanceglobal



twitter.com/teleperformance



youtube.com/teleperformance

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Please consider the environmental impact of needlessly printing this e-mail.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes ☒ No ☐ If Yes, provide details. AllianceOne Receivables Management Inc. is a subsidiary of AllianceOne Incorporated
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☒ No ☐ If Yes, provide details for each such investigation.
- Yes as to this business; no as to the rest:
- North Carolina Department of Insurance (NC DOI): In late 2013, the NC DOI alleged ARMI assessed prohibited transaction fees and failed to promptly self-report MN and CO disciplinary information. No case number was assigned. NC DOI interpreted the statute allowing/prohibiting such fees differently than AllianceOne. On March 07, 2014, the matter was voluntarily settled with a fine of \$21,412.50.
 - Maryland Commissioner of Financial Regulation (MD CFR): At the end of 2014, the MD CFR alleged ARMI performed unlicensed mortgage servicing, after AllianceOne self-reported seven payments it had received. No case number was assigned. On January 26, 2015, a Consent Order was issued with a fine of \$2,750, and licensure was obtained.
 - New York City Department of Consumer Affairs - Regulatory Compliance Division (NY DCA): In October 2015, the NY DCA issued a subpoena requesting information regarding New York City residents who were contacted by AllianceOne via mail. No case number has been assigned. On 5-06-16 the DCA issued a "findings" letter, alleging numerous violations in letters sent. The parties have engaged in negotiations. Of the 256,000 letters at issue, fewer than 50 have possible violations, none of which involve Nassau County accounts. The matter is pending, but will likely resolve via an agreed order.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

AO
Business History
Form
17b
classification

b) Any misdemeanor charge pending? Yes _____ No X

If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes _____ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes _____ No X If Yes, provide details for each such conviction _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes _____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes _____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes _____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a. Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

i. Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

ii. Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

iii. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

b. Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

AllianceOne's policy is to avoid familial relationships with clients as well financial relationships outside of the contract. Should a potential conflict arise, AllianceOne would contact the County and be guided accordingly.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation: March 1999
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
There are no individuals who have a financial interest in the company.
- iii) Name, address and position of all officers and directors of the company:

| | |
|----------------------------|------------------------------|
| Tim Casey | Harry Neerenberg |
| 1211 W. 22nd St. Suite 804 | 4850 E. Street Rd, Suite 300 |
| Oak Brook, IL 60523 | Trevose, PA 19053 |
- iv) State of incorporation (if applicable): Delaware
- v) The number of employees in the firm: 2,500

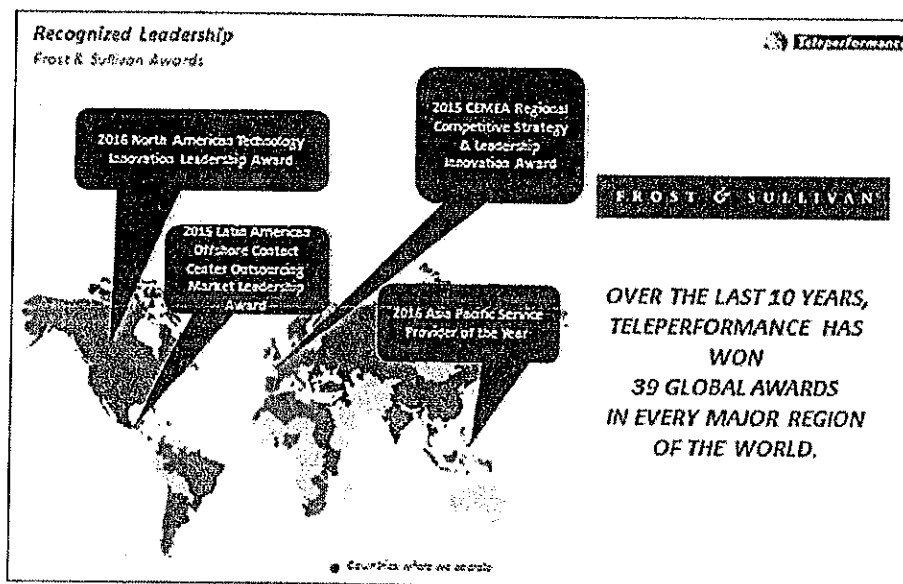
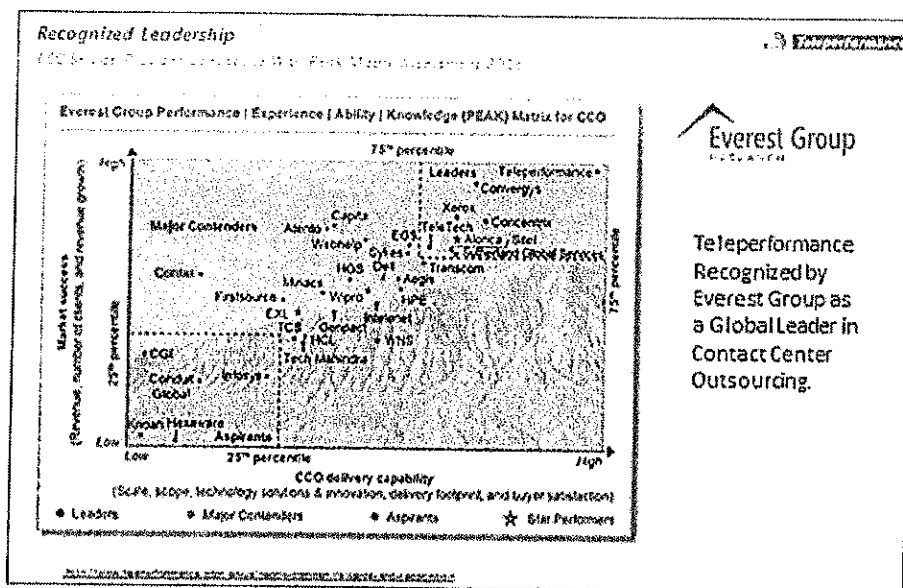
AllianceOne believes this information is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law as a trade secret or other information the disclosure of which would cause substantial injury to our competitive position.

- vi) Annual revenue of firm; \$104,000,000

AllianceOne believes this information is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law as a trade secret or other information the disclosure of which would cause substantial injury to our competitive position.

- vii) Summary of relevant accomplishments





viii) Copies of all state and local licenses and permits. See Attachment F

B. Indicate number of years in business. Over 40 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

AllianceOne has over 30 years of government collection experience. Our Government Services division will monitor this contract to ensure our internal policies and procedures are followed. We will work to provide Nassau County with exceptional revenue recovery while maintaining low to zero complaints. AllianceOne's work with similar scale and scope government contracts provides our team with the experience and tools to successfully implement and execute all services for Nassau County.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company State of Washington

Contact Person Scott Schumacher

Address 1500 Jefferson Street

City/State Olympia, WA

Telephone 360-407-8527

Fax # N/A

E-Mail Address scott.schumacher@des.wa.gov

Company Pennsylvania Department of Revenue/Commonwealth of PA

Contact Person Brenda Bishop

Address 15th Floor Strawberry Square

City/State Harrisburg, PA

Telephone 717-783-8035

Fax # N/A

E-Mail Address Bbishop@attorneygeneral.gov

Company Florida Department of Revenue

Contact Person Deborah Maddren

Address CCOC Building, 2nd Floor, 2450 Shumard Oak Blvd.

City/State Tallahassee, FL

Telephone 850-617-8823

Fax # N/A

E-Mail Address maddrend@dor.state.fl.us

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Harry Neerenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14th day of February, 2017

Angela C Drake
Notary Public



Name of submitting business: AllianceOne Receivables Management Inc.

By: Harry Neerenberg

Print name

Harry Neerenberg
Signature

CFO

Title

02/14/17

Date

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: AllianceOne Receivables Management Inc.

Address: 4850 E. Street Rd. Suite 300

City, State and Zip Code: Trevose, PA 19053

2. Entity's Vendor Identification Number: 23-2994246

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Harry Neerenberg 4850 E. Street Rd. Ste. 300 Trevose, PA 19053

Tim Casey 1211 W. 22nd St. Ste. 804 Oak Brook, IL 60523

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

AllianceOne Incorporated is the parent company and sole shareholder of AllianceOne

Receivables Management, Inc., but will not take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A - NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A - NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2-14-17

Signed: _____

Print Name: Harry Neerenberg

Title: CFO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: AllianceOne Incorporated

Address: 4850 E. Street Rd. Suite 300

City, State and Zip Code: Trevose, PA 19053

2. Entity's Vendor Identification Number: 23-2983290

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co ☒ Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Harry Neerenberg 4850 E. Street Rd. Ste. 300 Trevose, PA 19053

Tim Casey 1211 W. 22nd St. Ste. 804 Oak Brook, IL 60523

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

TPUSA, Inc. 5295 S. Commerce Dr., Ste. 600, Murray, UT 84107

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

AO
Vendor
Disclosure

AllianceOne Receivables Management, Inc., is a wholly-owned subsidiary of AllianceOne Incorporated. Only AllianceOne Receivables Management, Inc. will take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist
(e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2-14-17

Vendor: AllianceOne Receivables Management Inc.

Signed: _____

Print Name: Harry Neerenberg

Title: CFO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Attachment F

LICENSE REPORT


AllianceOne

License Report - Gig Harbor, WA

| AUTHORITY | LICENSE NUMBER | EXPIRATION DATE | COMMENTS | LICENSE TYPE | STATUS |
|--------------------------|----------------|-----------------|----------------------|--------------|--------|
| Alabama | | | no license required | | Active |
| Alaska | 306 | 6/30/2018 | | Corporate | Active |
| Arizona | CA-0904570 | 12/31/2017 | | Corporate | Active |
| Arkansas | 2595 | 6/30/2017 | | Branch | Active |
| British Columbia | 67153 | 12/31/2017 | Gig Harbor ONLY | Branch | Active |
| Buffalo | CAG11-520118 | 9/30/2017 | | Corporate | Active |
| California | | | no license required | | Active |
| City of Chicago | 2270582 | 6/15/2017 | | Branch | Active |
| City of Las Vegas | C10-00185 | 11/1/2017 | Govt Debt Collection | Branch | Active |
| Colorado | 987890 | 7/1/2017 | | Corporate | Active |
| Connecticut | 12883 | 12/31/2017 | | Branch | Active |
| Delaware | 2007221109 | 12/31/2017 | | Branch | Active |
| District of Columbia | 69005294 | 5/31/2017 | | Corporate | Active |
| Florida | CCA0900845 | 12/31/2017 | | Corporate | Active |
| Georgia | | | no license required | | Active |
| Guam | 1608975 | 6/30/2017 | business license | Corporate | Active |
| Hawaii | COLAX 74 | 6/30/2018 | | Exemption | Active |
| Idaho | CCA-3257-B | 12/31/2017 | | Branch | Active |
| Illinois | 009.001152 | 5/31/2018 | | Branch | Active |
| Indiana | | 12/31/2017 | | Branch | Active |
| Iowa | 200121152 | 12/31/2017 | Company Registration | Registration | Active |
| Kansas | | | no license required | | Active |
| Kentucky | | | no license required | | Active |
| Louisiana | 362617201 | No Expiration | Company Registration | Registration | Active |
| Maine | DCB7898 | 7/31/2018 | | Branch | Active |
| Maryland | 4348 | 12/31/2017 | | Branch | Active |
| Maryland Mort. Servicer | 21556 | 12/31/2017 | | Corporate | Active |
| Massachusetts | DC111180-107 | 12/31/2017 | | Branch | Active |
| Michigan | 2401001947 | 6/30/2017 | mgr #402002894 | Branch | Active |
| Minnesota | 20563588 | 6/30/2017 | | Branch | Active |
| Mississippi | | | no license required | | Active |
| Missouri | | | no license required | | Active |
| Montana | | | no license required | | Active |
| Nebraska | 331 | 12/31/2017 | | Branch | Active |
| Nevada | CAD10274 | 6/30/2017 | Mgr Id CM10030 | Branch | Active |
| New Hampshire | | | no license required | | Active |
| New Jersey | 7797 | 12/18/2016 | Bond Registration | Branch | Active |
| New Mexico | 1755 | 6/30/2017 | mgr | Branch | Active |
| New York | | | no license required | | Active |
| New York City | 1265890 | 1/31/2019 | | Branch | Active |
| North Carolina | 3860 | 6/30/2017 | | Branch | Active |
| North Dakota | NDBR951445 | 12/31/2017 | | Branch | Active |
| Ohio | | | no license required | | Active |
| Oklahoma | | | no license required | | Active |
| Oregon | 48814 | 10/31/2017 | | Corporate | Active |
| Pennsylvania | | | no license required | | Active |
| PA Collector-Repossessor | 52531 | 9/30/2017 | Auto collections | Corporate | Active |

Gig Harbor, WA

| | | | | | |
|--|----------------|---------------|---------------------|--------------|------------|
| Puerto Rico | | | Not Licensed | Branch | Not Active |
| Rhode Island | 20082414DC B03 | 12/31/2017 | | Branch | Active |
| South Carolina | | | no license required | | Active |
| South Dakota | | | no license required | | Active |
| Tennessee | 00000464 | 12/31/2017 | | Corporate | Active |
| Texas | 0406740 | No Expiration | Bond Registration | Registration | Active |
| Texas Dialer permit | 060388 | 11/2/2017 | | Corporate | Active |
| Texas Residential Mortgage Servicer | | 12/31/2017 | | Corporate | Active |
| Utah | 4975144-0131 | 8/1/2017 | | Corporate | Active |
| Vermont | | | no license required | | Active |
| Virginia | | | no license required | | Active |
| Washington | 602 144 355 1 | 8/31/2017 | | Branch | Active |
| West Virginia | 1015-5211 | No Expiration | | Branch | Active |
| Wilmington, DE | 64592 | 12/31/2017 | | Corporate | Active |
| Wisconsin | 462 | 6/30/2017 | | Corporate | Active |
| Wyoming | 062 | 8/12/2017 | | Corporate | Active |
| Yonkers | 9072 | 5/31/2017 | | Corporate | Active |

State License/Registration List

HELP ?

AllianceOne Receivables Management, Inc (441662)

| License Number | License Name | Status | Status Date | Original License Date | License Items | Adverse Status | Current Renewal Status | Renewed Through Year |
|----------------|---|------------------------------------|-------------|-----------------------|---------------|----------------|------------------------|----------------------|
| 0904570 | Arizona Collection Agency License | Approved | 2/1/2002 | 2/1/2002 | 0 | No | | 2017 |
| CCA-441662 | Connecticut Consumer Collection Agency License | Approved | 12/14/2016 | 1/25/2002 | 0 | No | Renewal Approved | 2017 |
| CCA-3257 | Idaho Collection Agency License | Approved - Deficient | 11/3/2016 | 9/10/2008 | 4 | No | Renewal Approved | 2017 |
| | Indiana-SOS Collection Agency License | Approved | 1/24/2014 | 1/24/2014 | 0 | No | Renewal Approved | 2017 |
| 21556 | Maryland Mortgage Lender License | Approved | 12/30/2016 | 12/30/2016 | 0 | No | | 2017 |
| | Maryland Mortgage Lender License - Other Trade Name #1 | Withdrawn - Application Abandoned | 9/5/2014 | | 7 | No | | |
| 21556 | Maryland Mortgage Lender License - Other Trade Name #1 | Terminated - Surrendered/Cancelled | 12/30/2016 | 2/5/2015 | 0 | No | Not Requested | |
| DC0769 | Massachusetts Debt Collector | Approved | 12/27/2016 | 6/6/2002 | 0 | No | Renewal Approved | 2017 |
| CA100670 | North Dakota Collection Agency License | Approved | 7/22/2002 | 7/22/2002 | 0 | No | Renewal Approved | 2017 |
| 20082414DC | Rhode Island Debt Collector Registration | Approved | 12/27/2013 | 7/1/2008 | 0 | No | Renewal Approved | 2017 |
| | Texas - SML Residential Mortgage Loan Servicer Registration | Withdrawn - Application Abandoned | 12/11/2013 | | 2 | No | | |
| | Texas - SML Residential Mortgage Loan Servicer | Approved | 1/11/2017 | 3/27/2014 | 0 | No | Renewal Approved | 2017 |

| License Number | License Name | Status | Status Date | Original License Date | License Items | Adverse Status | Current Renewal Status | Renewed Through Year |
|---------------------|--------------|--------|-------------|--------------------------|------------------|-------------------|------------------------------|----------------------------|
| <u>Registration</u> | | | | | | | | |

License/Registration List



AllianceOne Receivables Management, Inc, Gig Harbor, WA Branch (951445)

| License Number | License Name | Status | Status Date | Original License Date | License Items | Adverse Status | Current Renewal Status | Renewed Through Year |
|----------------|--|----------|-------------|-----------------------|---------------|----------------|------------------------|----------------------|
| CCA-BCH-951445 | <u>Connecticut</u> <u>Consumer</u> <u>Collection</u> <u>Agency</u> <u>Branch</u> <u>License</u> | Approved | 7/8/2016 | 12/10/2003 | 0 | No | Renewal Approved | 2017 |
| CCA-3257-B | <u>Idaho</u> <u>Collection</u> <u>Agency</u> <u>Registration</u> <u>(Branch)</u> | Approved | 11/3/2016 | 9/10/2008 | 0 | No | Renewal Approved | 2017 |
| | <u>Indiana-SOS</u> <u>Collection</u> <u>Agency</u> <u>Branch</u> <u>License</u> | Approved | 1/24/2014 | 1/24/2014 | 0 | No | Renewal Approved | 2017 |
| DC111180 - 107 | <u>Massachusetts</u> <u>Debt Collector</u> | Approved | 12/27/2016 | 4/17/2012 | 0 | No | Renewal Approved | 2017 |
| NDBR951445 | <u>North Dakota</u> <u>Collection</u> <u>Agency</u> <u>Branch</u> <u>Registration</u> | Approved | 5/12/2014 | 5/12/2014 | 0 | No | Renewal Approved | 2017 |
| 20082414DC B03 | <u>Rhode Island</u> <u>Debt Collector</u> <u>Branch</u> <u>Certificate</u> | Approved | 2/10/2014 | 7/1/2008 | 0 | No | Renewal Approved | 2017 |

License #: COAA306
Effective: 06/06/2016
Expires: 06/30/2018

STATE OF ALASKA
Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Collection Agencies

Licensee: **ALLIANCEONE RECEIVABLES MGMT, INC**

License Type: **Collection Agency**

Status: **Active**

Doing Business As: **ALLIANCEONE RECEIVABLES MGMT, INC**

Note: OPERATOR: TODD MOORE O#1339 LOCATION: 6565 KIMBALL DR #200, GIG HARBOR, WA

Commissioner: Chris Hladick

Relationships

| RelationType | License # | LicenseType | Owners/Entities | Name/DBA | Type | Group |
|-----------------|-----------|-------------------------------|-----------------|----------|------------------------|-------|
| Office operator | COAO1339 | Collection Agency Operator | TODD MOORE | | No designations found. | |

Wallet Card

ALLIANCEONE RECEIVABLES MGMT, IN
3000 AMES CROSSING RD STE 750
EAGAN, MN 55121

| | | |
|--|-------------------------|-----------------------|
| State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Collection Agencies ALLIANCEONE RECEIVABLES MGMT, INC DBA: ALLIANCEONE RECEIVABLES MGMT, INC As Collection Agency | | |
| License COAA306 | Effective 06/06/2016 | Expires 06/30/2018 |

License #: COAO1339
Effective: 06/06/2016
Expires: 06/30/2018

STATE OF ALASKA
Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Collection Agencies

Licensee: TODD R MOORE

License Type: Collection Agency Operator

Status: Active

Note: AGENCY: ALLIANCEONE A#308 LOCATION: GIG HARBOR, WA

Commissioner: Chris Hladick

Relationships

| Relationship | License # | License Type | Owners/Entities | Names/DBA | Type | Group |
|--------------|-----------|-------------------|--------------------------------------|--------------------------------------|------------------------|-------|
| Main Office | COAA308 | Collection Agency | ALLIANCEONE RECEIVABLES MGMT, INC | ALLIANCEONE RECEIVABLES MGMT, INC | No designations found. | |

Wallet Card

| | | |
|---|--------------------------------|------------------------------|
| State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Collection Agencies TODD R MOORE As Collection Agency Operator | | |
| License COAO1339 | Effective 06/06/2016 | Expires 06/30/2018 |

TODD R MOORE
PO BOX 2449
GIG HARBOR, WA 98335

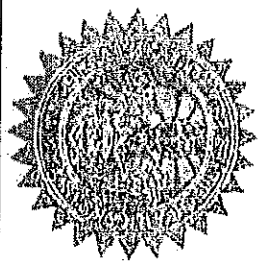
Arkansas State Board of Collection Agencies

AllianceOne Receivables Management, Inc.

6565 Kimball Drive, Suite 200, Gig Harbor WA 98335-0449

is licensed as a collection agency in accordance with Arkansas Code Annotated 17-24-101 *et seq.* unless this license is revoked, suspended or surrendered prior to its expiration date. This license is not transferable and must be displayed prominently at the business location shown above.

License Number: 2595
Expiration Date: June 30, 2017




Executive Director



**CONSUMER
PROTECTION BC**

Collection Agent Licence

Licence Number 67153

Pursuant to the *Business Practices and Consumer Protection Act*, SBS (2004)
The following is licensed as a collection agent.

AllianceOne Receivables Management, Inc.
6565 Kimball Drive Suite 200
GIG HARBOR WA 98335

A copy of this licence must be displayed in a conspicuous place at the above address.
Consumer Protection BC must be notified of any changes to this licence.

This licence is subject to the conditions set out the reverse of this page and to all other conditions
imposed on this licence under the *Business Practices and Consumer Protection Act*.

Effective Date: January 01, 2017
Expiry Date: December 31, 2017

Issued under the authority of the Director.
Consumer Protection BC



Byron W. Brown
Mayor

CITY OF BUFFALO
Department of Permit & Inspection Services
Office of Licenses

65 Niagara Sq. Rm. 301
Buffalo, NY 14202
(716)851-4078



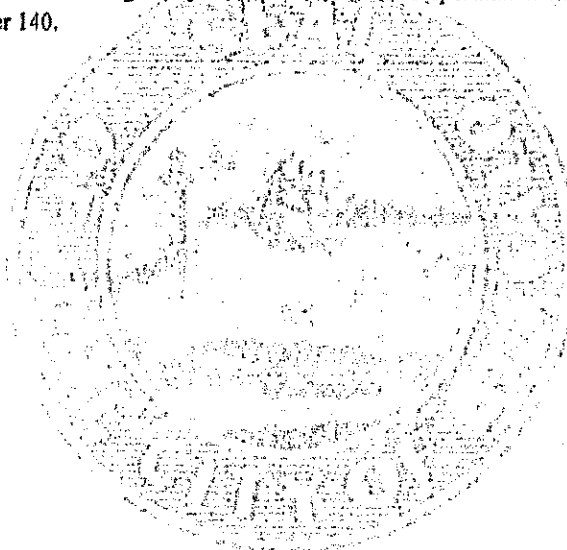
James Comerford
Commissioner

COLLECTION AGENCY

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
3000 AMES CROSSING RD STE750
EAGAN, MN 55121

License Number
CAG11-520118

To collect, advertise to collect, attempt to collect or hold himself or itself out as able or willing to collect, for hire or remuneration in any form, any bill, debt, demand, sum of money or other thing of value due or claimed to be due or owing to any other person, firm or corporation in accordance with Sections 1 thru 12, Chapter 140.



Date Expires: 09/30/2017

Director of Permit & Inspection Services

License holder is responsible for renewal of license within 30 days of expiration date.
THIS LICENSE IS NON-TRANSFERRABLE

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: AllianceOne Receivables Management, Inc.

PRINTED ON:
05/13/2015

DBA: AllianceOne Receivables Management, Inc.
AT: 6565 KIMBALL DR., Apt./Suite 200
GIG HARBOR, WA 98335

LICENSE NO.: 2270582 CODE: 4404
LICENSE: Regulated Business License
Includes: Debt Collector;

FEE \$****250.00

PRESIDENT: Tim Casey
SECRETARY: Harry Neerenberg

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF JUNE, 2015

ATTEST:

EXPIRATION DATE: June 15, 2017

Rahn Emanuel

Susan J. Mendez

ACCOUNT NO 381284
TRANS NO. SITE: MAYOR

CITY CLERK



BUSINESS LICENSE

City of Las Vegas • Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: C10-00185

RENEWAL DATE: 11/01/2016

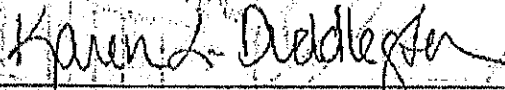
EXPIRE DATE: 11/01/2017

TYPE OF LICENSE: C10 - COLLECTION / CREDIT REPORTING AGENCY
GOVT DEBT COLLECTION

BUSINESS LOCATION: 6565 KIMBALL DR 200

ISSUED TO:

ALLIANCEONE RECEIVABLES MANAGE
6565 KIMBALL DR 200 PO BOX 2449
GIG HARBOR, WA 98335



Deputy Director, Planning Department

*Failure to maintain an active state license or SNHD health permit,
if required, renders this business license invalid.*

Post in a conspicuous place.





COLORADO COLLECTION AGENCY BOARD

Department of Law

RENEWAL LICENSE
2016-2017


This is to Certify that:

ALLIANCEONE RECEIVABLES MANAGEMENT INC DBA
ALLIANCEONE
4850 STREET RD
TREVISO, PA 19053

is duly licensed and authorized to act as a COLLECTION AGENCY in the State of Colorado, License Number 987890, pursuant to Title 12, Article 14, Colorado Revised Statutes, as amended, and has paid the fee as required by law.

This license is valid from July 1, 2016 through July 1, 2017
NOT TRANSFERABLE

Tulie Ann Meade
Administrator

| | | | | | |
|--|----------------------|---|---------------------------------|---|--|
| LICENSE NO. 2007221109 | | STATE OF DELAWARE | | VALID | |
| POST CONSPICUOUSLY | | DIVISION OF REVENUE | | 01/01/15 - 12/31/17 NOT TRANSFERABLE | |
| DLN: 14 98528 89 | BUSINESS CODE 050 | LICENSED ACTIVITY | MERCANTILE OR COLLECTION AGENCY | | |
| DATE ISSUED: 12/04/14 | | | "VALIDATED" | | |
| LICENSE FEE: \$ 75.00 | | | 2017 | | |
| MAILING ADDRESS | | BUSINESS LICENSE | | BUSINESS LOCATION | |
| ALLIANCE ONE RECVLS MNGMNT INC 4850 E STREET RD STE 300 FSTRVL TRYOSE PA 19053-6643 | |  | | ALLIANCE ONE RECVLS MNGMNT INC 6565 KIMBALL DR STE 200 GIG HARBOR WA 98935-1206 | |
| IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE. | | | | PATRICK T. CARTER DIRECTOR OF REVENUE | |

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or
Social Security Number 1 23299 4246 006

Business Code
Group Code 050

Licensed
Activity MERCANTILE OR COLLECTION AGENCY

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

REPLACEMENT LICENSES

Keep this portion of your license separate. In case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at www.revenue.delaware.gov. You must submit all business tax returns filed with the Division of Revenue under the same identification number. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

INTERNET SITE

The Division of Revenue web address is: www.revenue.delaware.gov. Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.

★ ★ ★ GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and
Regulatory Affairs
Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 5/17/2015
Category: 4003
License#: 69005294
License Period: 6/1/2015 - 5/31/2017

BASIC BUSINESS LICENSE

| | | |
|---|--|--|
| Billing Name and Address: ALLIANCEONE RECEIVABLES MANAGMENT INC 3000 Ames Crossing Road #750 Eagan, MN 55121 | Promisor/Applicant's Name and Address: ALLIANCEONE RECEIVABLES MANAGMENT INC 4850 STREET RD - 300 SALT LAKE CITY, UT 84104 | Registered Agent's Name and Address Ct Corporation System 1015 15th St Nw # 1000 Washington DC 20005 |
|---|--|--|

Owner's Name
Corp. Name **ALLIANCEONE RECEIVABLES MANAGMENT INC**
Trade Name

| CofO/HOP#: | SSL: NA | Zone: | Ward: | ANC: | PERM NO. |
|------------|---------|-------|-------|------|----------|
| | | | | | |
| | | | | | |

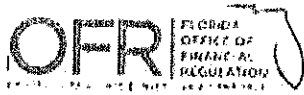
General Business - General Business Licenses

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

Melinda Bolling

*License Effective from the later of Issued or Start of License Period Date

Interim Director:
Melinda Bolling



THE LICENSEE IDENTIFIED BELOW IS AUTHORIZED TO CONDUCT BUSINESS AS INDICATED BY THE LICENSE TYPE.

| | |
|----------------------------------|--|
| LICENSE TYPE: | Consumer Collection Agency |
| LICENSE NAME: | ALLIANCEONE RECEIVABLES MANAGEMENT INC |
| DBA NAME: | |
| ORIGINAL DATE OF LICENSE: | 10/23/2001 |
| LICENSE NUMBER: | CCA0900845 |
| LICENSE EXPIRATION DATE: | 12/31/2017 |
| LICENSE MAIN ADDRESS: | |
| STREET: | 4850 STREET ROAD, STE 300 |
| CITY: | TREVOSE |
| STATE: | PA |
| ZIP CODE: | 19053 |

**DEPARTMENT OF REVENUE AND TAXATION**

GOVERNMENT OF GUAM

P.O. Box 23007

Harigada, Guam 96821

www.goramtax.com

Foreign Corporation

EXPIRES: JUNE 30, 2017

BUSINESS LICENSE

SRL NO: 1700342

Service

R

ACCOUNT NO. 13-200900922-001

| | | | |
|--------------------|--|-------------------|---------|
| ISSUED TO: | ALLIANCEONE RECEIVABLES MANAGEMENT, INC. | FEE | 50 00 |
| DOING BUSINESS AS: | ALLIANCEONE RECEIVABLES MANAGEMENT, INC. | PENALTY | |
| TYPE OF LICENSE: | COLLECTION AGENCY | TOTAL FEE | 50 00 |
| | (CLEARED @ 150) | | |
| BUSINESS LOCATION: | LOT 2112-B1-R-1 #790 S MARINE CORPS DR | PAID | |
| | STE 204 TAMUNING GUAM | JUN 03 2016 | |
| MAILING ADDRESS: | 3000 AMES CROSSING ROAD | TREASURER OF GUAM | |
| | SUITE 750 | #15 | |
| | EAGAN, MN | | |
| TELEPHONE: HOME | | | |
| | ZIP: 55121 | | |
| | BUSINESS 649-3800 | | |
| | | | 5/06/16 |

KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOV'T
OFFICIAL.

John P. Camacho
JOHN P. CAMACHO

DIRECTOR OF REVENUE AND TAXATION

ALLIANCEONE RECEIVABLES MANAGEMENT INC
DBA ALLIANCEONE
3000 AMES CROSSING RD STE 750
EAGAN MN 55121

COLAX- 74

| LICENSE NUMBER | EXPIRATION DATE |
|----------------|-----------------|
| COLAX- 74 | 06/30/2018 |

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
EXEMPT COLLECTION AGENCY

ALLIANCEONE RECEIVABLES MANAGEMENT INC
DBA ALLIANCEONE
C/O ROY BUCHNOLZ
690 STOCKTON DR STE 200
EXTON PA 19341

(SIGNATURE
OF LICENSEE)

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSE NO.
 009.001152
 017.020593

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
 05/31/2018

**LICENSED
 COLLECTION AGENCY
 BRANCH OFFICE**

**ALLIANCEONE RECEIVABLES MANAGEMENT INC
 6565 KIMBALL DR STE 200
 GIG HARBOR, WA 98335**

 *Bryan A. Schneider* BRYAN A. SCHNEIDER
 SECRETARY

Jay Stewart JAY STEWART
 DIRECTOR

The official status of this licensee can be verified at www.idfpr.com 9708333

Cut on Dotted Line ✂

For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: 475561

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation


LICENSE NO.

*** VOID ***

*** VOID ***

*** VOID ***

EXPIRES:

 *Bryan A. Schneider* BRYAN A. SCHNEIDER
 SECRETARY

Jay Stewart JAY STEWART
 DIRECTOR

The official status of this licensee can be verified at www.idfpr.com 9708333

Cut on Dotted Line ✂

2017 Paid Debt Collectors and Creditors/Assignees

| Company | Class |
|--|-----------------|
| 360 Mortgage Group, LLC | Debt Collectors |
| AAA Collections, Inc. | Debt Collectors |
| Aargon Agency, Inc. dba Aargon Collection Agency | Debt Collectors |
| Academy Mortgage Corporation | Debt Collectors |
| Accelerated Receivable Solutions dba CheckFirst | Debt Collectors |
| Accenture Solutions Private Limited | Debt Collectors |
| Account Control Technology, Inc. | Debt Collectors |
| Account Discovery Systems, LLC | Debt Collectors |
| Account Services Collections, Inc. dba Account Services Healthcare Fin | Debt Collectors |
| Accounts Receivable Automated Solutions Inc. | Debt Collectors |
| Action Financial, LLC dba Action Financial IV | Debt Collectors |
| Adler Wallach & Associates, Inc. dba AWA Collections | Debt Collectors |
| Advanced Call Center Technologies, LLC | Debt Collectors |
| Affiliate Asset Solutions LLC | Debt Collectors |
| Alliance Collection Agencies, Inc. | Debt Collectors |
| Alliance Group & Associates LLC | Debt Collectors |
| AllianceOne Receivable Management, Inc. | Debt Collectors |
| Alltran Education, Inc. | Debt Collectors |
| Alltran Financial, LP | Debt Collectors |
| Alltran Health Inc. | Debt Collectors |
| Ally Servicing LLC | Debt Collectors |
| Alpat Company, Inc. | Debt Collectors |
| Alternative Collections, LLC DBA Asset Compliant Solutions | Debt Collectors |
| ALW Sourcing, LLC | Debt Collectors |
| American Coradius International LLC | Debt Collectors |
| American Student Financial Group, Inc. | Assignees |
| AmeriFinancial Solutions, LLC | Debt Collectors |
| AmeriNational Community Services, LLC | Debt Collectors |
| Andreu, Palma & Andreu, PL | Debt Collectors |
| Apelles, LLC | Debt Collectors |
| Apple Recovery LLC | Debt Collectors |
| Arnold Scott Harris, P.C. | Debt Collectors |
| ARS National Services, Inc. | Debt Collectors |
| Arstrat, LLC | Debt Collectors |
| AscensionPoint Recovery Services, LLC | Debt Collectors |
| Aspire Resources Inc. | Debt Collectors |
| Asset Acquisition Group, LLC | Debt Collectors |
| Asset Recovery Solutions, LLC | Debt Collectors |

Tom Schedler
Secretary of State

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

| Name | Type | City | Status |
|--|-------------------|------|--------|
| ALLIANCEONE RECEIVABLES MANAGEMENT, INC. | Collection Agency | | Active |

Business: ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

Charter Number: 36261720I

Registration Date: 8/31/2006

Domicile Address

DOMICILE: DELAWARE

Mailing Address

717 CONSTITUTION DR.

SUITE 202

EXTON, PA 19341

Status

Status: Active

Registered: 8/31/2006

Last Report Filed: N/A

Type: Collection Agency

Amendments on File

No Amendments on file

Print



State of Maine

DEPARTMENT OF PROFESSIONAL & FINANCIAL REGULATION
BUREAU OF CONSUMER CREDIT PROTECTION

License #DCB7898

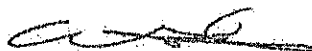
Be it known that

ALLIANCEONE RECEIVABLES MANAGEMENT INC

8585 KIMBALL DR STE 200
GIG HARBOR, WA 98335-1206

has qualified as required by Title 32 MRSA Chapter 11031 and is licensed as a
DEBT COLLECTOR BRANCH

ISSUE DATE
Jul 31, 2018
EXPIRATION DATE
Jul 31, 2018


William N. Lund, Superintendent

FIRST ISSUED
Aug 11, 2005

12/21/2015

4,792,985

COMMISSIONER OF FINANCIAL REGULATION

04 04 4348
MESSAGE(S):

ALLIANCEONE RECEIVALBES MANAGEMENT, INC.

6173 12/21/2015



LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION

COMMISSIONER OF FINANCIAL REGULATION

CERTIFIES THAT:

LEGAL NAME: ALLIANCEONE RECEIVALBES MANAGEMENT, INC.

D/B/A:

6565 KIMBALL DRIVE
SUITE 200
GIG HARBOR

WA 98335

IS AN AUTHORIZED: 04 - COLLECTION AGENCY

LIC/REG/CERT
4348

EXPIRATION
12/31/2017

EFFECTIVE
12-31-2015

CONTROL NO
4792985

Signature of Bearer

Secretary DLLR

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

04 04 4348

4,792,985

COMMISSIONER OF FINANCIAL REGULATION
500 N. CALVERT STREET, ROOM 402
BALTIMORE, MD 21202-3651

ALLIANCEONE RECEIVALBES MANAGEMENT,

6565 KIMBALL DRIVE
SUITE 200
GIG HARBOR

WA 98335

| | | | |
|-------------------------------------|--------------------------|---|-----------------------|
| | | LICENSE * REGISTRATION * CERTIFICATION * PERMIT | |
| STATE OF MARYLAND | | COMMISSIONER OF FINANCIAL REGULATION | |
| ALLIANCEONE RECEIVALBES MANAGEMENT, | | IS AN AUTHORIZED: 04 - COLLECTION AGENCY | |
| LIC/REG/CERT 4348 | EXPIRATION 12/31/2017 | EFFECTIVE 12-31-2015 | CONTROL NO 4792985 |
| Signature of Bearer | | Secretary DLLR | |

STATE OF MICHIGAN
DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS
P.O. BOX 30670
LANSING, MI 48909

M241223 001 R -0070

Please tell us about your licensing
experience by completing our
anonymous customer survey at:
www.michigan.gov/larasurvey

STATE OF MICHIGAN-DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
COLLECTION AGENCY
LICENSE

MANAGER ID# 2402002894
ALLIANCEONE RECEIVABLES MANAGEMENT INC
6565 KIMBALL DRIVE
SUITE 200
GIG HARBOR WA 98335-4449

LICENSE NO. 2401001947 EXPIRATION DATE 06/30/2017 AUDIT NO 3133498

ALLIANCEONE RECEIVABLES MANAGEMENT INC
6565 KIMBALL DRIVE
SUITE 200
GIG HARBOR WA 98335-4449

Inquiries Regarding this License
Please provide your license number on all correspondence,
and when contacting the Department.

www.michigan.gov/bpl

Bureau of Professional Licensing
Department of Licensing and Regulatory Affairs
P.O. Box 30670
Lansing, MI 48909

(517) 373-8068

Complaint Information

The issuance of this license or permit should not be
construed as a waiver or dismissal of any complaints or
violations pending against the licensee, its agents,
employees or qualifying officer.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M590931

COLLECTION AGENCY
LICENSE

MANAGER ID# 2402002894 CARRIE LYNN SILVERNALE

ALLIANCEONE RECEIVABLES MANAGEMENT INC
6565 KIMBALL DRIVE
SUITE 200
GIG HARBOR WA 98335-4449

LICENSE NO.
2401001947

EXPIRATION DATE
06/30/2017

AUDIT NO
3133498

THIS DOCUMENT IS ONLY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

STATE OF MINNESOTA



ALLIANCEONE

6565 KIMBALL DRIVE
STE 200
GIG HARBOR, WA 98335

Department of Commerce

The Undersigned **COMMISSIONER OF COMMERCE** for the State of Minnesota hereby certifies that
ALLIANCEONE RECEIVABLES MANAGEMENT INC

Doing Business As: **ALLIANCEONE**

6565 KIMBALL DRIVE
STE 200
GIG HARBOR, WA 98335

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Collection Agency Branch

License Number: 20563588

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until June 30, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand this June 22, 2016.

A handwritten signature in cursive script, reading "Nick Gottman".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

STATE OF



NEBRASKA

COLLECTION AGENCY LICENSE

No. 331

The Nebraska Collection Agency Licensing Board hereby certifies that

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

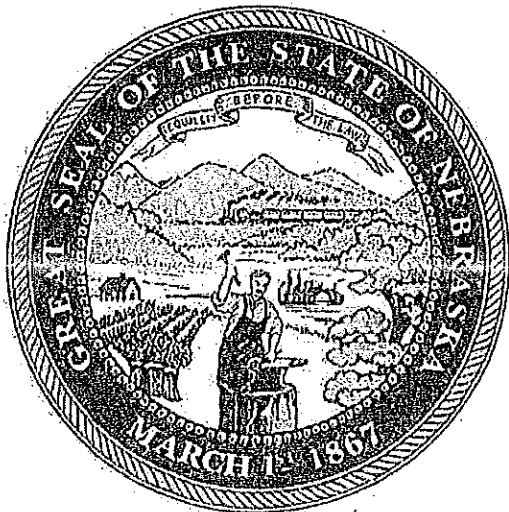
of

Gig Harbor, WA

is granted a license to act as a collection agency in the State of
Nebraska from January 1, 2017 to December 31, 2017 unless
terminated by the Secretary of State.

IN TESTIMONY WHEREOF,

I have hereunto set my hand and affixed
the Great Seal of the State of Nebraska,
done at Lincoln on this date of
November 22, 2016



A handwritten signature in cursive script, reading "John A. Gale".

John A. Gale, Secretary of State

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
Carson City, Nevada

COLLECTION AGENCY LICENSE

No. CAD10274

Date of First License: December 07, 2010

No. of First License Issued: CAD10274

Dated: June 9, 2016

This is to Certify That

ALLIANCEONE RECEIVABLES MANAGEMENT INC

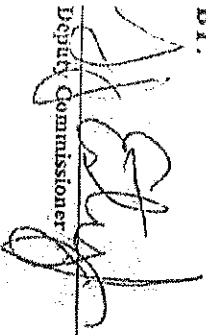
Having paid the designated fee and having fulfilled the requirements of Chapter 649 of the Nevada Revised Statutes, and the Rules and Regulations established thereunder, is authorized to conduct a licensed Collection Agency business within the meaning of said Chapter and Rules and Regulations at:

6565 KIMBALL DRIVE STE 200
GIG HARBOR WA 98335

This license is held subject to regular renewal thereof as prescribed by law and for a period beginning July 1, 2016 and ending June 30, 2017.

Financial Institutions Division

BY:


Deputy Commissioner

This License is NOT
Transferable or Assignable

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
Carson City, Nevada

COLLECTION AGENCY MANAGER'S
QUALIFICATION CERTIFICATE

No. CM10030

Date of First Certificate: February 12, 2008

No. of First Certificate Issued: CM10030

Dated: May 31, 2016

This is to Certify That

CARRIE SILVERNALE

Having paid the designated fee and having fulfilled the requirements of Chapter 649 of the Nevada Revised Statutes, and the Rules and Regulations established there under, is authorized to be in active charge of a licensed collection agency or foreign collection agency as its Qualified Manager within the meaning of said Chapter and Rules and Regulations.

This certificate is held subject to regular renewal thereof as prescribed by law and for a period beginning July 1, 2016 and ending June 30, 2017.

Financial Institutions Division
BY:


Deputy Commissioner

**This License is NOT
Transferable or Assignable**

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO
HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE
COLLECTION AGENCY BOND FOR:

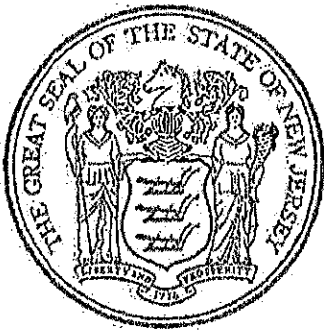
REGISTRATION NUMBER: 7797

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.
6565 KIMBALL DRIVE, SUITE 200
GIG HARBOR, WA 98335-4449

FOR THE FOLLOWING SURETY COMPANY:

NGM INSURANCE COMPANY
4601 TOUCHTON RD EAST, SUITE 3300
JACKSONVILLE, FL 32245

AND THE ENDORSEMENTS THEREON, AS THE SAME IS TAKEN FROM AND
COMPARED WITH THE ORIGINAL FILED IN MY OFFICE ON THE 18TH
DAY OF DECEMBER A.D. 2015 , AND NOW REMAINING ON
FILE AND OF RECORD THEREIN.



IN TESTIMONY WHEREOF, I HAVE
HEREUNTO SET MY HAND AND AFFIXED
MY OFFICIAL SEAL AT TRENTON, THIS
25TH DAY OF FEBRUARY
A.D. 2016

A handwritten signature in dark ink, appearing to read "Ford M. Scudder".

Ford M Scudder
Acting State Treasurer

Certificate Number: 138192523

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/USP/Verify_Cert.jsp

COLLECTION AGENCY BRANCH LICENSE

License Number: 01755

Issued by
State of New Mexico
Regulation and Licensing Department
Financial Institutions Division

This is to certify that: AllianceOne Receivables Management, Inc.

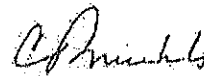
Is issued this license pursuant to the Collection Agency Regulatory Act [61-18A-1 to 61-18A-33 NMSA 1978] and the rules and regulations established there under. The licensee is duly authorized to conduct business under the Collection Agency Regulatory Act under the name(s)

with its Branch office at: 6565 Kimball Drive Ste 200, Gig Harbor WA, 98335

with its New Mexico office at: 12000 Constitution Avenue NE, Suite F, Albuquerque, Within Bernalillo County

This license expires 06/30/2017 and is not transferable or assignable.

Signed In Santa Fe, New Mexico, on July 1, 2016



Cynthia Richards
Director

Consumer Affairs Debt Collection Agency License

Business Name:

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

DBA/Trade Name:

Business Address:

6565 KIMBALL DR STE 200

GIG HARBOR, WA 98335-1206

License Number: 1265890-DCA

Issued: 12/15/2016 Expires: 01/31/2019



27971-2016-8028

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004



To file a complaint about this
business, contact 311 or go
to nyc.gov/consumers

COLLECTION AGENCY

Allianceone Receivables Management Inc -

Gilg Harbor, WA

6565 Kimball Drive Ste 200

GigHarbor, WA 98335

Permit number: 3860

Effective: 07/01/2016

Expiration: 06/30/2017

This is to certify that the above named collection agency has made application to the Commissioner of Insurance of the State of North Carolina for a license to transact business as a collection agency pursuant to Chapter 58, Article 70 of the General Statutes of North Carolina, and said applicant has complied with all requirements thereof and is hereby licensed to carry on the business of a collection agency, in accordance with the General Statutes of North Carolina, and all rules and regulations issued by the Commissioner of Insurance. This collection agency permit is valid for a one year licensure period. The effective date of new permits is the issue date and for renewing permits is July 1 of each year. All collection agency permits expire on June 30 each year.



Commissioner Of Insurance

STATE OF OREGON



THIS CERTIFIES THAT THE ENTITY NAMED HEREON IS
REGISTERED AS A COLLECTION AGENCY BY THE DIVISION
OF FINANCIAL REGULATION AS PROVIDED BY OREGON
REVISED STATUTE 697.

REGISTRATION NO.: CA48814

EXPIRES: 10/31/2017

ALLIANCEONE RECEIVABLES MANAGEMENT INC
4850 STREET RD STE 300
TREVOSSE PA 19053

ASSUMED BUSINESS NAME(S):
ALLIANCEONE

Laura C. Miller, Administrator

Written notification is required within ten days of a change of ownership, business name, business address, or change in information relating to the trust account. Mail to:
Division of Financial Regulation, PO Box 14480, Salem OR 97309-0405.
For overnight deliveries only, send to 350 Winter Street NE, Salem OR 97301-3881.

ALANNA PROCTOR
ALLIANCEONE RECEIVABLES MANAGEMENT INC
3000 AMES CROSSING RD STE 750
EAGAN MN 55121



Commonwealth of Pennsylvania

Department of Banking and Securities

Licensing Office

AllianceOne Receivables Management, Inc.

4850 Street Rd., Ste. 300
Trevose, PA 19053

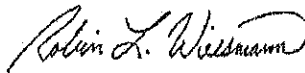
Is Licensed As: **Collector - Repossessor**
License Number: **52531**

*Effective Dates Of License:

October 1, 2016 Through **September 30, 2017**

*To verify this license please visit www.dobs.pa.gov

In Witness Whereof, I have hereunto set my Hand and affixed the signature
of the Secretary of the Department of Banking and Securities


Robin L. Wiessmann
Secretary of Banking and Securities



Commonwealth of Pennsylvania, Tom Wolf, Governor

Official Document



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

ID NUMBER: 464

7869

LIC STATUS: ACTIVE

EXPIRATION DATE: December 31, 2018

TENNESSEE COLLECTION SERVICE BOARD

COLLECTION SERVICE AGENCY

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn: ALANNA PROCTOR
ALLIANCEONE RECEIVABLES MANAGEMENT, INC.
6565 KIMBALL DRIVE
SUITE 200
GIG HARBOR, WA 98335

State of Tennessee

10321238

7869

TENNESSEE COLLECTION SERVICE BOARD

COLLECTION SERVICE AGENCY

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

This is to certify that all requirements of the State of Tennessee have been met.



ID NUMBER: 464

LIC STATUS: ACTIVE

EXPIRATION DATE: December 31, 2018

JN-1313

DEPARTMENT OF
COMMERCE AND INSURANCE

The State of Texas



Registrations Unit
P.O. Box 13550
Austin, Texas 78711-3550

Phone: 512-475-0775
Fax: 512-475-2815
Dial 7-1-1 For Relay Services
www.sos.state.tx.us

Hope Andrade
Secretary of State

January 31, 2012

Jaime Nordstrom
AllianceOne Receivables Management Inc.
3000 Ames Crossing Road, Suite 750
Eagan, MN 55121

RE: Third Party Debt Collector Bond #0406740
AllianceOne Receivables Management Inc.

Dear Jaime Nordstrom:

This is to acknowledge receipt of the Duplicate Original bond referenced above. The original bond was filed with this office on 11/14/2005, therefore we do not need a duplicate. I have enclosed a copy of the original filed stamped bond and the address change rider that was filed on 7/16/2010.

If you have any questions, please feel free to contact me at (512) 463-6906.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nina Weston", with a long horizontal flourish extending to the right.

Nina Weston
Registrations Unit

Enclosure

BOND NUMBER 0406740

RIDER

To be attached to and form a part of the COLLECTION AGENCY BOND, issued by the undersigned Company, as Surety on behalf of ALLIANCEONE RECEIVABLES MANAGEMENT, INC. as principal, and in favor of the STATE OF TEXAS as Obligee effective OCTOBER 11, 2005.

The Principal and the Surety hereby agree to amend the Bond as follows:

The address of the principal on the bond is hereby changed to:

4850 STREET ROAD, SUITE 300
TREVOSE, PA 19053

← corporate office

Provided that the liability under this endorsement shall be part of and not in addition to the liability under the Bond, and in no event cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions or other terms of the Bond except as above stated.

The effective date of this rider is DECEMBER 1, 2007.

Signed, sealed and dated this 3RD day of MARCH, 2008.

INTERNATIONAL FIDELITY INSURANCE COMPANY

BY: Catherine C. Kehoe
CATHERINE C. KEHOE, Attorney-In-Fact

RECEIVED
SECRETARY OF STATE
JUL 16 2010
STATUTORY DOCUMENTS

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CLARK P. FITZ-HUGH, DARLENE A. BORNT, KATHERINE B. WERNER, CATHERINE C. KBHOI,
KRISTINE K. SELLERS, MARLEY M. MORRIS, ELIZABETH TREADWAY, CANDICE T. GROS,
R. TUCKER FITZ-HUGH, LINDA A. BOURGEOIS
New Orleans, LA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents; shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 2, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority.

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



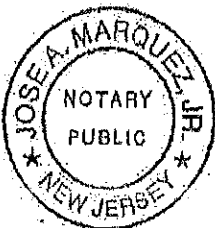
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of March 2008

Assistant Secretary

THIRD PARTY DEBT COLLECTOR BOND

BOND NUMBER: 0406740
EFFECTIVE DATE 10/11/05

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ALLIANCEONE RECEIVABLES MANAGEMENT, INC. as Principal, whose address 690 STOCKTON DRIVE, SUITE 200 EXTON, PA 19341 and INTERNATIONAL FIDELITY INSURANCE COMPANY, as Surety, and being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State of Texas, in the sum of TEN THOUSAND DOLLARS (\$10,000), payable to the State for the use and benefit of the State or any injured party, lawful money of the United States of America, the payment of which well and truly to be made, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, and severally, firmly bound by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:

Whereas, the above named Principal is engaged in the business of a third-party debt collector in accordance with the provision of Tex. Finance Code, 392.001 et seq.;

NOW THEREFORE, if the Principal shall conduct the business of said Principal in accordance with the provisions of 392.001 et seq., and if said Principal in the course and scope of the business of said Principal shall not damage any person by any violation of the act, then this obligation shall be void, otherwise to remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING CONDITIONS

1. This bond shall also be construed to be in favor of any person damaged by any violation of 392.001 et seq.
2. That an individual injured by a violation of this act may bring an action against principal and surety on this bond.
3. That the aggregate liability of the surety to all persons damaged by principal's violation of this act may not exceed the amount of the bond.
4. The bond shall not be subject to cancellation by either the principal or the surety unless written notice of intent to cancel is forwarded by the surety and/or principal to the Secretary of State, Statutory Documents Section, at least ninety (90) days prior to the effective date of the cancellation. If the cancellation is at the request of the surety, the surety shall also provide the principal with written notification at least ninety (90) days prior to the effective date of cancellation.

Filed in the Office of
Secretary of State

NOV 14 2005

IN WITNESS WHEREOF, said Principal and Surety have executed this bond 25TH day of AUGUST,
2005

SURETY BY:

Clark P. Fitz-Hugh
(Signature)

Clark P. Fitz-Hugh
(Print or Typed Name)

Title: Attorney-in-Fact

Address: International Sureties, Ltd.
210 Baronne St., Suite 1700
New Orleans, LA 70112

Countersigned By:

William D. Baldwin
(Signature)

William D. Baldwin - Texas Resident Agent
(Printed Name)

Principal:

Andrew W. Grace
(Signature)

Andrew Grace - President
(Print or Type Name)

File Completed bond with:

SECRETARY OF STATE
STATUTORY DOCUMENT SECTION
P.O. BOX 12887
AUSTIN, TX 78711-2887

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

DARLENE A. TORN, CLARK FITZ HUGH, KATHERINE B. WERNER, CATHERINE OCKHOE,
KRISTINE K. SELLERS, CANDI OET GROS, R. TUCKER FITZ HUGH, LINDA A. BOURGEOIS

its true and lawful attorney(s) in, not to execute, seal and deliver to and on its behalf, as surety, any and all bonds and undertakings, contracts for indemnity, and other written obligations in the future, nor any and all bonds may be allowed, executed or performed by any future trade regulation contract or otherwise, and the execution of such instruments in the future may be presented to the as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, a fully and duly licensed and authorized company, and its purposes, which have been duly executed and acknowledged by its regularly elected officers, its principal office

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary shall have power and authority

(2) To remove at any time any such attorney-in-fact and revoke the authority given

Now, therefore, the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto in facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any kind of undertaking to which it is attached.



INTERNATIONAL FIDELITY INSURANCE COMPANY

On this 29th day of August 2003, before me came the individual who executed the preceding instrument to me personally known and living by me to be sworn, and the he is the herein described and authorized officer of the **30 INTERNATIONAL FIDELITY INSURANCE COMPANY**, that the seal affixed said instrument is the Corporate Seal of said Company, that the said Corporate Seal and this signature were duly affixed by order of the Board of Directors of said Company.



John W. Warrick

A NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Nov. 21, 2005

THE HOME OFFICE OF SAID COMPANY, and the same are correct transcripts thereof, and of the whole of the said originals, and that the said Atorney has not been revoc'd, and is now in full and effect.

TESTIMONY BEFORE THE COMMITTEE ON THE JUDICIARY
U.S. HOUSE OF REPRESENTATIVES
JANUARY 11, 2017

Wanda H. Krasco

Donna L. Nelson
Chairman

Kenneth W. Anderson, Jr.
Commissioner

Brandy Marty Marquez
Commissioner

Brian H. Lloyd
Executive Director



RECEIVED
2016 JUL 27 AM 10:54
PUBLIC UTILITY COMMISSION
OF TEXAS

Greg Abbott
Governor

Public Utility Commission of Texas

July 27, 2016

ALLIANCEONE RECEIVABLES MANAGEMENT INC
ATTN ROY BUCHOLZ
4850 STREET ROAD STE 300
TREVISO PA 19053

RE: Project 45440 - ADAD permit renewal

Dear Mr. Bucholz:

This ADAD permit renewal has been received and processed.

The permit number is: 060388. Your permit expires on November 2, 2017.

Rules require that the PUC receive your renewal application, two computer disks, and payment no later than 90 days prior to the expiration date of the permit. Your permit must be renewed each year at the cost of \$15. Any permit renewal not processed and the renewal approved by the permit expiration date could be declared expired and invalid, requiring a new permit application and establishing a new renewal date. Please mark your calendar. Failure to receive a reminder is no excuse for filing late.

Renewal information is posted on the Commission's web site under Industry - Communications - Registration & Reporting:
<http://www.puc.state.tx.us/industry/communications/business/adad/Adad.aspx>. You are advised to monitor the PUC site for any changes in the rules, required form, and permit renewal process.

Required notification of ADAD telephone number(s) or physical address changes

Under §26.125 (c) (2), a permit holder is required to notify the commission, by certified mail, in the format required, of telephone number or physical address changes no later than 48 hours before the hour at which the ADAD will begin operation with the new telephone number(s) or new address. **Required format:** Provide an original and three copies of the required description of each ADAD (question 11 on the renewal form) and supply 2 computer CDs as described in question 12. Mail to the PUC, attention Central Records, for filing in project # 45440, permit renewals.

Consumer No-Call Lists

Chapter 43, or the Texas Telemarketing Disclosure and Privacy Act (TTDPA), of the Texas Business and Commerce Code addresses the now statewide Texas no-call list. The TTDPA states that a telemarketer may not make a telemarketing call more than 60 days after a telephone number appears on the then-current Texas no-call list. The Texas no-call list will be updated and published quarterly each year. To sign up for and purchase the no-call lists, contact Texas No Call, P.O. Box 313, E. Walpole, MA 02032, or call 1-866-896-6225, or visit website www.texasnocall.com. Fees per quarter are: (1) statewide Texas no-call list - \$75; (2) electric no-call list - \$75; and (3) geographically-exclusive no-call list - \$75. Texas does not currently provide the National Do Not Call Registry with the Texas No Call list. Therefore, telemarketers must subscribe to the National Do Not Call Registry by calling toll-free, 1-888-382-1222 (TTY 1-866-290-4236), or visiting their website <http://www.donotcall.gov>.

Failure to comply with all requirements of law applicable to an operator of ADADs and telemarketers or telephone solicitors could result in administrative penalties. You may wish to review: Public Utility Regulatory Act, TEX. UTIL. CODE ANN. §§ 55.121-55.138, Texas Telemarketing Disclosure and Privacy Act, TEX. BUS. & COM. CODE §§ 43.001-43.253, and P.U.C. SUBST. R. §26.125. Copies of PURA and the Commission's rules may be purchased from Central Records by calling (512) 936-7180 or downloaded from the Commission's web site: <http://www.puc.state.tx.us/agency/ruleslaws/subrules/telecom/Telecom.aspx>

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Luckey".

Jennifer Luckey
Competitive Markets



Printed on recycled paper

An Equal Opportunity Employer

1701 N. Congress Avenue PO Box 13326 Austin, TX 78711 512/936-7000 Fax: 512/936-7003 web site: www.puc.texas.gov



Francine Giani
Executive Director
Department of Commerce

Gary Herbert
Governor
State of Utah

Kathy Berg
Director
Division of Corporations
& Commercial Code

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.
4850 E STREET ROAD
SUITE 300
TREVOSE PA 19053



State of Utah
Department of Commerce
Division of Corporations & Commercial Code

CERTIFICATE OF REGISTRATION

Collection Agency - Foreign

This certifies that **ALLIANCEONE RECEIVABLES MANAGEMENT, INC.** has been filed and approved on **August 1, 2016** with an expiration date of **August 1, 2017** and has been issued the registration number **4975144-0131** in the office of the Division and hereby issues this Certification thereof.

KATHY BERG
Division Director



ALLIANCEONE RECEIVABLES MANAGEMENT, INC.
ALLIANCEONE
3000 AMES CROSSING RD STE 750
EAGAN MN 55121-2029

CERTIFICATE POSTING



STATE OF
WASHINGTON

Corporation

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.
ALLIANCEONE
6585 KIMBALL DR STE 200
GIG HARBOR, WA 98155-1206

BUSINESS LICENSE

Unified Business ID #: 602144355
Business ID #: 001
Location: 0001
Expires: Aug 31, 2017

COLLECTION AGENCY

CITY ENDORSEMENTS:

GIG HARBOR GENERAL BUSINESS #161
BELLINGHAM GENERAL BUSINESS #028135
FIFE GENERAL BUSINESS - NR

TAX REGISTRATION

REGISTERED TRADE NAMES:
ALLIANCEONE

This document has the right when endorsement, and license is provided for the business
named above by registration and endorsement. The business owner must maintain and retain
this document in compliance with the laws of the state of Washington and that the business will be
conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Business Endorsement of License

UBI: 602144355 001 0001

ALLIANCEONE RECEIVABLES
MANAGEMENT, INC.
6585 KIMBALL DR STE 200
GIG HARBOR, WA 98155-1206

STATE OF WASHINGTON

Expires: Aug 31, 2017

COLLECTION AGENCY
TAX REGISTRATION
GIG HARBOR GENERAL BUSINESS
#161
BELLINGHAM GENERAL BUSINESS
#028135
FIFE GENERAL BUSINESS - NR

PAID

NOT FOR SALE / FOR COLLECTION

Vicki Smith
Business Endorsement of License

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
ALLIANCEONE RECEIVABLES MANAGEMENT INC
6565 KIMBALL DR 200
GIG HARBOR, WA 98335-1206

BUSINESS REGISTRATION ACCOUNT NUMBER: 1015-5211

This certificate is issued on: **04/7/2011**

This business is licensed as a collection agency.

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.
11003431

LICENSE NO.
64592

CODE
3003 COLLECTION AGENCY

FEE PAID
\$181.00

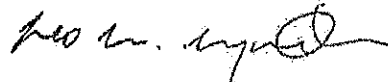
BUSINESS ALLIANCE ONE RECEIVABLES MGMT INC
4850 STREET RD
FEASTERVILLE TREVOSSE, PA

2017

Expires: 12/31/2017

ISSUED BY

ALLIANCE ONE RECEIVABLES MGMT
ATTN ALANNA PROCTOR
3000 AMES CROSSING RD
SUITE 750
EAGON, MN 55121



COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

This License Must Be Conspicuously Posted In the Public Office

AllianceOne Receivables Management Inc

having complied with the requirements set forth under Section 218.04 of the Wisconsin Statutes, is hereby licensed to engage in business as a

Collection Agency

In accordance with and subject to the provisions of said Section 218.04 and all acts amendatory thereto at:

300 Progress Dr Ste B
Cottage Grove, WI

This license cannot be assigned or transferred and is VOID AFTER June 30, 2017.

License No. 462

Effective Date: July 1, 2016

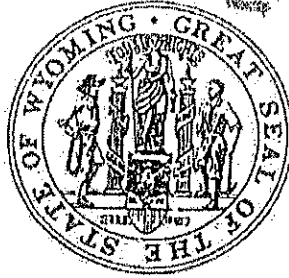


C. Cheryl Collins

Department of Financial Institutions

Cheryl Olson-Collins, Administrator of Banking

State of Wyoming



License # CAB-052

Collection Agency License

This is to certify that

AllianceOne Receivables Management, Inc.

having complied with the provisions of Wyoming Statutes 33-11-101 through 33-11-116 is hereby authorized and licensed to engage in business as a collection agency in accordance with and subject to Wyoming Statutes and Wyoming Rules and Regulations from the effective date of August 12, 2016, through August 12, 2017; or is surrendered, revoked or suspended

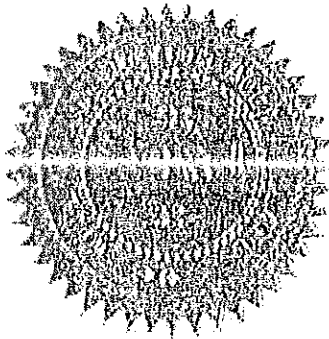
NOT TRANSFERABLE

Effective this 5th Day of October, 2016

Bradley M. Chapman, Chairman

Rocky L. Edmonds, Board Member

William L. Larson, Board Member



Original License Date: 12/31/1997

LICENSE NUMBER: 9072

**CITY OF YONKERS
ADMINISTRATIVE ADJUDICATION BUREAU
CONSUMER PROTECTION BUREAU**

TO ALL WHOM THESE PRESENTS MAY CONCERN KNOW YE THAT
Tim Casey - AllianceOne Receivables Management, Inc.
LOCATED AT

4850 Street Road Suite 300 ~ Trevoose PA 19053

In consideration of \$150.00 receipt which is acknowledged, the above is hereby granted a non-transferable license to operate as a *DEBT COLLECTION AGENCY* in the City of Yonkers.

This license must be posted conspicuously.

This License is granted subject to the strict observance of all laws, ordinances & regulations enacted for the City's welfare so far as they may apply. Unless revoked or suspended, this license is:

May 31, 2017

05/31/16

EXPIRES

ISSUED

KE Hoo
DIRECTOR

**FIRST AMENDMENT
TO CONTRACT FOR SERVICES**

This First Amendment ("First Amendment") is dated effective this _____ day of _____, 2016 ("Effective Date") and is entered into (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) AllianceOne Receivables Management, Inc., authorized to do business in New York, having its principal office at 6565 Kimball Drive, Suite 200, Gig Harbor, Washington 98335 (the "Contractor" or "AllianceOne").

RECITALS

WHEREAS, on September 6, 2013, the County and AllianceOne entered into a Contract for Collection Services (the "Agreement"); and

WHEREAS, section 10 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the County and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement. So as to, among other things, expand the number of camera installations.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, the County and ATS do hereby agree as set forth below:

1. Paragraph 1 of the Agreement entitled "Term" is hereby deleted in its entirety and is replaced with the following language:

"1. Term. This Agreement shall terminate three (3) years from the date of execution by all parties, (including approval by the Nassau County Legislature) unless sooner terminated in accordance with the provisions of this Agreement; provided, however, that this Agreement may be renewed upon the mutual agreement of the parties for a total of five (5) additional one year periods, under the same terms, conditions, and monthly compensation rate, so that the total term of this Agreement may be eight (8) years."
2. The County and AllianceOne hereby agree to exercise the first one (1) year renewal option so that the term of this Agreement, as amended by this First Amendment, shall expire on September 6, 2017.
3. Section 2(a)(i) of the Agreement is hereby deleted in its entirety and replaced with the following language:

"(i) All Photo Enforcement Notices of Liability eligible for collection."
4. Section 2(a)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(ii) All Parking tickets eligible for collection."
5. The description of the Services described in Section 2 of the Agreement is hereby expanded to include additional services. As provided for in the original RFP for the solicitation of the subject collection services, issued as TV0514-1216 on May 25, 2012, and as AllianceOne responded in its proposal to the solicitation, AllianceOne will work with the County to prepare and assist in filing Default Judgments ("DJ"). The amount to be paid to AllianceOne as full consideration for the Default Judgment work will be a commission rate of or add-on fee of 15.9%, which is the same as the current collection fee AllianceOne accepts as payment for non-DJ assignments.

6. Section 3 (iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(iv) All costs and expenses incurred by the Contractor in the performance of Services shall be the sole responsibility of the Contractor and shall be paid by it without reimbursement from the County, provided, however, that, with respect to certified mailings, AllianceOne will be permitted to add a fee of \$15 per Certified Mailing by USPS to the DJ debtor's account in order to recapture said cost. The County shall have no obligation to reimburse AllianceOne for the certified mailing expense, it being the understanding of the parties that AllianceOne shall look solely to the the DJ debtors for the collection of the certified mailing expense.

7. Except as expressly amended or modified by the terms of this First Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall prevail and control.
8. The provisions of this First Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this First Amendment are merged into this First Amendment.
9. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this First Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF NASSAU

By: 

Deputy County Executive


Date

AllianceOne Receivables Management, Inc

By: 

Harry Neerenberg,

Chief Financial Officer

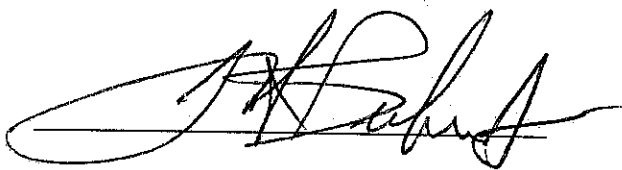

Date

STATE OF NEW YORK)

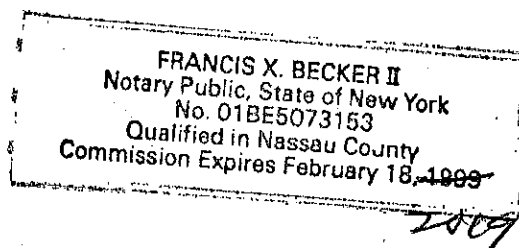
)ss.:

COUNTY OF NASSAU)

On the 13th day of December in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Ribando, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

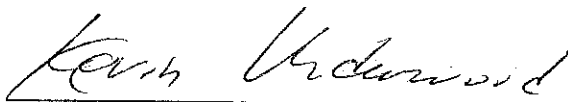


STATE OF WASHINGTON)

)ss.:

COUNTY OF PIERCE)

On the 26 day of July in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Harry Neerenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

RULES RESOLUTION NO. ~~202~~ 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND
ALLIANCE ONE RECEIVABLES MANAGEMENT, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-29-13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Alliance One Receivables Management, Inc. for parking, red light
and/or traffic ticket collection services, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Alliance One Receivables Management, Inc.

AllianceOne Receivables

E-107-13

New
contract
pg 1-11

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of <date> (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Traffic and Parking Violations Agency, having its principal office at 18 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) AllianceOne Receivables Management, Inc., authorized to do business in New York, having its principal office at 8686 Kimball Drive, Suite 200, Gig Harbor, Washington 98335 (the "Contractor" or "AllianceOne").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") # TV0514-1218 on May 25, 2012 for parking, red light and/ or traffic ticket collection services;

WHEREAS, the Contractor, in response to the County's RFP, submitted a proposal found to be beneficial to the County, which Statement of Work (SOW) from proposal is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Contractor was selected pursuant to a competitive process;

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall terminate three (3) years from the date of execution by all parties, (including approval by the legislature) unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing parking, red light and/ or traffic ticket collection services (hereinafter "Services") as more fully described in the Contractor's SOW attached hereto as Exhibit A and incorporated herein by reference.

(a) The following inventory will be assigned to AllianceOne for collection (assignment subject to change):

(i) All Red Light Camera Notices Of Liability eligible for collection.

(ii) Parking tickets eligible for collection issued from 1/1/2005 to current.

HW 3/24/13

3 Payment. (a) Amount of Consideration.

(i) The amounts to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be add-on fee basis payable as described below.

(ii) Contractor understands that all funds under this Agreement are subject to encumbrance and that the County shall not be liable for payment of any amounts which have not been encumbered for this Agreement by the County.

(iii) Rate Schedule:

All collection activities taken by the Contractor (including preparing but not filing paperwork for filing of a Default Judgment) are included in the commission fee. However, the rate is based on monies collected, if none collected, no money is due. The commission rate shall be a 15.9% add-on fee (13.7% retained by AllianceOne). The add-on fee is applied to all amounts, including the fine, admin. fee, penalty, surcharge, etc. A transaction fee may be imposed for each payment made by electronic means (e.g., credit card): The current fee is \$10 regardless of payment amount.

Example:

| | |
|----------------------------|---------------------------------------|
| Principal balance assigned | \$100.00 |
| Add-on fee | \$ 15.90 (15.9%) |
| New balance: | \$115.90 |
| Total collected: | \$115.90 |
| Remit to TPVA: | \$100.00 |
| Retained by AllianceOne: | \$ 15.90 (which is 13.7% of \$115.90) |

(iv) All costs and expenses incurred by the Contractor in the performance of Services shall be the sole responsibility of the Contractor and shall be paid by it without reimbursement from the County.

(v) Payment is made to AllianceOne only where collection activity immediately preceded payment by motorist within 90 days

(b) Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more

HW 3/24/13

frequently than once a month. The County shall pay undisputed claim vouchers not later than thirty (30) days after submittal.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, privacy laws, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any individual's information (including, but not limited to, individual names, addresses, social security numbers, and dates of birth), or utilize any of such information (collectively "Confidential Information") for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement, unless disclosure of the Confidential Information is required by law, regulation, judicial or administrative process. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, except as otherwise provided in this Agreement. This paragraph shall survive termination of this Agreement.

(e) Confidentiality. To the extent permitted by law, the County will keep confidential any information marked by the Contractor as "Confidential" or "Proprietary."

(f) Non-Disclosure Agreement (NDA). The Contractor understands that the Contractor and the Contractor's personnel and/or agents providing Services pursuant to this Agreement may be required to enter into an NDA.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The County shall indemnify and hold harmless the Contractor, its parent, subsidiary and related companies and divisions, and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys and insurers (the "Contractor Indemnified Parties"), from and against any and all claims, debts, obligations, liabilities, actions or causes of action, demands, proceedings, suits, losses, attorneys' fees, court costs or judgments arising out of any failure by the County to comply with any term, provision, covenant, warranty or representation contained in this Agreement, or any negligent or willful act or omission of its agents, servants, or employees.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the

date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to THE DEPARTMENT renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination if, after a ten-day written notice to cure, the Contractor has failed to cure the violations identified in the notice to cure, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Executive Director or other head of the Department (the "Executive Director"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Executive Director shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Executive Director. This Agreement may be terminated by the Contractor for any reason upon ninety (90) days' written notice to the County.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County, excluding sending notices on all outstanding accounts (including those set forth in other provisions of this Agreement) to assist the

County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of three (3) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenience. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand

delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Executive Director at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any incorporated documents, schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006 as it is anticipated that said contract will meet the requirements for such amount. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement payable to the order of "Nassau County."

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Limitation on Damages. Except for the claims of third parties, neither party shall be entitled to any indirect, special, consequential, exemplary or punitive damages against the other, including but not limited to damages described as lost profits or sales, or loss of reputation. In all cases except those involving the claims of third parties, or failure to remit amounts collected and/or due for services, and to the extent any claim does not assert the claim of a third party or failure to remit amounts collected and/or due for services, neither party's aggregate damages for claims asserted in any calendar year shall exceed the amount of the Contractor's revenues under this Agreement for the three months preceding the month in which the first claim arose in said calendar year.

23. Debts Just and Owing. The County represents that to the best of its knowledge, every account referred will be a just debt due and owing, and will not be subject to any valid defense, set-off or counterclaim, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. The County will promptly inform the Contractor, in writing, of any notice it receives concerning any bankruptcy filings by debtors. The County further represents that (i) to the best of its knowledge, every account referred will contain accurate information, including information regarding the identity of the debtor and the balance of the account.

24. Intellectual Property. (a) Intellectual Property Rights include without limitation all patents, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), data base rights, moral rights, skill and/or know-how and other similar rights, whether existing now and/or in the future, wherever existing, together with the right to apply for protection and/or extensions of the same and any and all goodwill relating thereto.

(b) All Intellectual Property Rights belonging to either the Contractor or THE CLIENT, respectively, at the commencement date of the Agreement, shall remain at all times the property of the Contractor or the County, respectively, and any Intellectual Property developed by either Party during this Agreement shall remain the developing Party's property. Neither Party will acquire any right, title and/or interest in the other Party's Intellectual Property as a result of this Agreement except the rights to use the other Party's Intellectual Property for the purpose of carrying out their respective obligations under, and during the term of, this Agreement.

(c) During the term of this Agreement (including any ramp-down or termination-of-service period), each Party hereby grants the other Party a non-exclusive, non-transferable, royalty-free license to its Intellectual Property for the sole purpose of, and to the extent necessary for, performing their respective obligations under this Agreement. Neither Party shall make any other use of the other Party's Intellectual Property.

(d) Neither party, in the performance of this Agreement, will infringe the Intellectual Property rights of any person.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ALLIANCE ONE

By: Harry M. Neelen
Name: Harry M. Neelen
Title: CEO
Date: 3/6/13

NASSAU COUNTY

By: Richard R. Walker
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 9/6/13

PLEASE EXECUTE IN BLUE INK

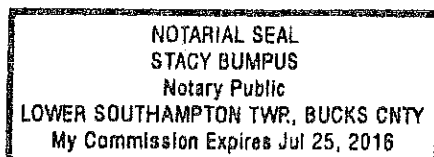
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5th day of MARCH in the year 2013 before me personally came HARRY M. NEELLEN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of MONTGOMERY; that he or she is the CEO of ALLIANCE ONE, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Stacy Bumpus
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6 day of September in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE5253026
Qualified in Nassau County
Commission Expires April 02, 2014

Appendix EE ✓
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other

party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County

Contractor must also be included with the Best Effort Documentation

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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Appendix U – Collective Bargaining

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.

- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.

- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting

union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
 - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
 - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
 - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
 - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the

potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
 - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the

contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.

- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

Appendix L ✓

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Tim Casey (Name)

____ (Address)

(630) 203-0900 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of TPVA that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3/5/13
Dated

[Signature]
Signature of Chief Executive Officer
Financial
Harig M. Neer
Name of Chief Executive Officer
Financial

Sworn to before me this

5th day of March, 2013.

[Signature]
Notary Public

