



Certified:

E-57-21

Filed with
Clerk of Nassau County Legislature
April 5, 2021 1:46PM

NIFS ID:CQTV21000002 Department: Traffic & Parking Violations

Capital:

SERVICE: Collection Services

Contract ID #:CQTV21000002 NIFS Entry Date: 26-FEB-21 Term: from 01-JUN-21 to 31-MAY-26

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: Alliance One Receivables Management Inc	Vendor ID#: [REDACTED]
Address: 4850 E Street Road Suite 300 Trevose, PA 19053	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: David Rich
Address: 16 Cooper St Hempstead, NY 11550
Phone: 516-572-2178

Routing Slip

Department	NIFS Entry: X	26-FEB-21 -- DRICH
Department	NIFS Approval: X	03-MAR-21 -- DRICH
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	15-MAR-21 -- IQURESHI
OMB	NIFS Approval: X	03-MAR-21 -- SJACOB
County Atty.	Insurance Verification: X	03-MAR-21 -- AAMATO
County Atty.	Approval to Form: X	04-MAR-21 -- DGREGWARE

CPO	Approval: X	17-MAR-21 -- KOHAGEN
DCEC	Approval: X	24-MAR-21 -- JCHIARA
Dep. CE	Approval: X	25-MAR-21 -- TFOX
Leg. Affairs	Approval/Review: X	05-APR-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is a new contract to provide debt collection services for the Traffic and Parking Violations Agency in connection with past due fines. This is a new 5 year contract for the period 6/1/21 - 5/31/26
Method of Procurement: RFP issued 2/28/20. 8 Proposals received.
Procurement History: RFP issued 2/28/20. 8 Proposals received. The evaluation committee ranked the proposals and Alliance One was one of two vendors chosen.
Description of General Provisions: TPVA will assign delinquent traffic and parking violation as well as photo enforcement liabilities as outlined in the contract, to the collection vendor. Contractor will provide a variety of services associated with collection, including but not limited to providing a call center, access to DMV's, sending correspondence and interfacing with TPVA's IT solution.
Impact on Funding / Price Analysis: Contract is paid on a contingency fee basis and funds are encumbered to meet the requirements of the contract. This is a new 5 year contract for the period 6/1/21 - 5/31/26, with the provision for 3 additional 1 year extensions for a total of 8 years. Currently encumbering \$1,500,000. A collection fee is assessed to the debt when assigned to the vendor, for the amount that would be due the vendor for their collection services. When the debt and fee are collected, the vendor is compensated.
Change in Contract from Prior Procurement: New 5 year contract.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	TVGEN1000DE500	\$ 1,500,000.00
Control:	TV	Contract:				\$ 0.00
Resp:	1000	County	\$ 1,500,000.00			\$ 0.00
Object:	DE	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 1,500,000.00		TOTAL	\$ 1,500,000.00
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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 ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

WHEREAS, the County has negotiated a personal services agreement with AllianceOne Receivables Management, Inc. to provide debt collection services for the Nassau County Traffic and Parking Violations Agency in connection with past due fines, 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 authorizes the County Executive to execute the said agreement with AllianceOne Receivables Management, Inc.



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

1. Vendor: Alliance One Receivables Management Inc

2. Dollar amount requiring NIFA approval: \$1500000

Amount to be encumbered: \$1500000

This is a New

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: 5 Years

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To provide debt collection services for the Traffic and Parking Violations Agency in connection with past due fines.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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:

Contract ID	Date	Amount

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.

IQURESHI

15-MAR-21

Authenticated User

Date

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and 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") and (ii) AllianceOne Receivables Management, Inc., having its principal office at 4850 E. Street Road, Suite 300, Trevose, Pennsylvania 19053 (the "Contractor").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") #TV0228-2011 on February 28, 2020 for debt collection services;

WHEREAS, the Contractor, in response to the County's RFP, submitted a proposal found to be beneficial to the County; and

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

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

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence upon the Effective Date and terminate five (5) years thereafter, 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 three (3) additional one (1) year terms, for a total term of eight (8) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of: (a) providing parking, photo enforcement and/or traffic ticket collection services on debt accounts assigned to the Contractor; (b) working with the County to prepare and assist in filing Default Judgments ("DJ"); and (c) at the request of the Department, conducting asset skip tracing for enforcement of Judgments. These services (the "Services") are more fully described in the Contractor's statement of work attached hereto as Exhibit A and incorporated herein by reference. The Contractor acknowledges that the County is contracting with multiple contractors to perform the Services. As such, the Department reserves the right, in its sole discretion, to assign any debt type and number of cases to the Contractor. The Department further reserves the right, in its sole discretion, to recall tickets at any time to be re-assigned to one of the other County contractors that perform these Services or to implement additional collection activities internally within the Department.

3. Payment. (a) Amount of Consideration. The amounts to be paid to the Contractor as full consideration for the Contractor's Services under the Agreement shall be made on a contingency fee

basis, except as noted in Section 3(a)(ii) below, as follows:

(i) Rate Schedule: The contingency fee payable to the Contractor under this Agreement shall be 13.90% of the debt accounts assigned and collected by the Contractor. The contingency fee is based on monies collected. No compensation is due to the Contractor if no money is collected on the assigned debt accounts. An example of how the contingency fee is calculated is included below. The contingency fee is applied to all amounts collected, including the fine, administrative fee, penalty, and surcharge. The amount to be paid to the Contractor as full consideration for DJ assignments collected will be a contingency fee of 13.90%, which is the same as the commission fee on non-DJ assignments, however, note Section 3(a)(ii) below. No additional penalties or fees can be assessed by the Contractor for the debt due.

Example:

Principal balance assigned	\$100.00
Contingency fee	\$13.90 (13.9%)
New Balance	\$113.90
Total Collected:	\$113.90
Remit to Department:	\$113.90
Compensation payable to or owed to Contractor:	\$13.90

- (ii) 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 Contractor may be reimbursed by the County for the actual cost of:
- the certified mailings for DJ assignments, up to Fifteen dollars (\$15) per mailing by United States Postal Service ("USPS"), provided that to the extent the costs of the certified mailings are collected from the debtor, the County will be reimbursed for such mailing costs; and
 - asset skip tracing for judgment enforcement activities, billed at the actual cost of the search, which shall be Twenty Cents (\$0.20) per locate for a social security number, Twenty Dollars (\$20.00) per locate for an employment locate, and Forty Cents (\$0.40) per locate for a property locate and assessed value. The maximum amount the County shall pay the Contractor for asset skip tracing for judgment enforcement activities provided under this Agreement shall be Fifty Thousand Dollars (\$50,000.00).
- (iii) The Contractor earns their contingency fee only when a "Collection Effort Contact" immediately preceded payment by debtor within 90 days. A Collection Effort Contact shall consist of Contractor's direct outreach to a debtor to solicit payment of the unresolved debt account, which shall generally include, but not be limited to, a written notice or phone call with the debtor. A Collection Effort shall also include an active payment plan included in Contractor's update file to the County. A Collection Effort Contact shall not include skip-tracing or a data scrub that may be performed by the Contractor.
- (iv) Additional information regarding the payment process can be found in Sections 4 and 5 of the attached Exhibit A.

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

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) 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.

(f) Partial Encumbrance. The Contractor acknowledges that all funds payable under this Agreement are subject to encumbrance, that the County will partially encumber funds throughout the term of this Agreement, and that the County shall not be liable for payment of any amounts which have not been encumbered for this Agreement by the County. The Contractor further acknowledges that the initial encumbrance under this Agreement shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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, human rights, a living wage, disclosure of information 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 Appendix EE attached hereto and with the County's 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 to this Agreement 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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 name, addresses, social security numbers, and dates of birth), or utilize any 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, recommendation, 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 acknowledges and understands that the Contractor and Contractor Agents providing Services pursuant to this Agreement may be required to enter into an NDA.

(g) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(h) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(i) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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, affiliates, and related companies and divisions, and their officers, directors, employees, shareholders, and agents (the "Contractor Indemnified Parties") from and against any and all Losses directly arising out of the County's material failure to comply with any term, provision, covenant, warranty or representation contained in this Agreement, or directly arising out of any negligent or willful act or omission of the County or 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) per claim (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, provided that if the County reasonably determines that it would be impossible for the Contractor to cure such violation within the ten-day notice period, then County may terminate immediately without waiting for the ten-day notice period to elapse, (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 commissioner or other head of the Department (the "Commissioner"), 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 Commissioner 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 Commissioner. 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. Any costs related to agreed upon transition assistance will be at the County's cost.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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 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 conveniens. 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 Commissioner 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 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. 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 Numbers 201-

2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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, third party approvals and other governmental 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.

21. Limitation on Damages. In no event shall either party be liable to the other party, whether under a duty of indemnification or otherwise, to any indirect, special, consequential, incidental, exemplary or punitive damages against the other, including but not limited to damages described as lost profits or sales, or loss of reputation, whether or not the other party has been advised of the possibility of such claim.

22. 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. 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 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.

23. Intellectual Property.

(a) Intellectual Property Rights include, on a worldwide basis, without limitation, any and all: (i) rights associated with works of authorship and literary property, including copyrights, moral rights of an author of a copyrightable work (including any right to be identified as the author of the work or to object to derogatory treatment of the work), and mask-work rights; (ii) trademarks, service marks, logos, trade dress, trade names, whether or not registered, and the goodwill associated therewith; (iii) rights relating to skill and/or know-how or trade secrets, including ideas, concepts, methods, techniques, inventions (whether or not developed or reduced to practice); (iv) patents, designs, design rights (whether registered or unregistered), algorithms and other industrial property rights; (v) data base rights, rights in domain names, universal resource locator addresses, telephone numbers (including toll free numbers) and similar identifiers; (vi) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (vii) registrations, initial applications (including intent to use applications), renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing) 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 the Contractor whether or not protected by patent, copyright, trademark, tradename or other intellectual property right as well as any development or any technology made available by Contractor to the County in the framework of this

Agreement (i) prior to the commencement date of the Agreement or (ii) after the commencement date, but independent of the Agreement, meaning not specifically pursuant to this Agreement, whether or not used by Contractor in connection with the services or incorporated into any work product, including all Intellectual Property Rights therein, shall remain at all times the property of the Contractor. 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 this Agreement as provided in Section 23(c) below.

(c) Each party hereby grants the other party a non-exclusive, non-sublicensable, non-transferable, royalty-free, fully paid-up, worldwide license to its Intellectual Property, solely during the term of this Agreement (including any ramp-down or termination assistance period) and 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 on the Intellectual Property rights of any person. Each party shall indemnify, defend and hold the other party harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, trademark, patent or any other property or personal right of any third party by the indemnifying party and/or its employees, agents, or subcontractors in the performance of this Agreement.

24. Ownership and Control of Work Product. Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced specifically and exclusively for the County pursuant to this Agreement, shall become the exclusive property of the County, and the Contractor may not use such materials in any way other than for the compliance of the requirements under this Agreement.

25. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

ALLIANCE ONE RECEIVABLES MANAGEMENT,
INC.

By: Tim Casey

Name: Tim Casey

Title: CEO

Date: 2/4/2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

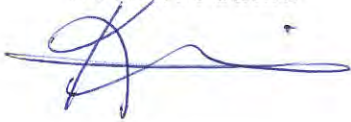
PLEASE EXECUTE IN BLUE INK

11
20

STATE OF IL)
)ss.:
COUNTY OF COOK)

On the 4 day of February in the year 20__ before me personally came
Tim Casey to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of COOK; that he or she is the
CEO of Alliance one receivables management inc. 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.

NOTARY PUBLIC



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came
_____ to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of _____; that he or she is the
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

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.

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)

(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 the Department 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 x 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 x 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.

12/9/2020
Dated


Signature of Chief Executive Officer

Tim Casey
Name of Chief Executive Officer

Sworn to before me this

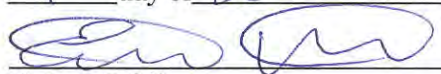
9 day of Dec, 2020

Notary Public



Exhibit A

Statement of Work for Court Debt Collections Contract

1. General

The Department utilizes multiple contractors for collections efforts on all eligible traffic, parking and photo enforcement debt. As such, the Contractor will not be the sole collection contractor retained by the County to perform these Services. Contractor may be assigned, at the sole discretion of the Department, traffic, parking, or photo enforcement debt or any combination thereof.

The Department reserves the right to recall tickets at any time to be assigned to one of the other County contractors or to implement additional collection efforts internally.

TPVA's collection efforts are generally limited to sending out delinquent letters and following up on forwarding addresses when feasible.

Court debt collections include unresolved parking, traffic and photo enforcement violations and Notice of Liabilities ("NOL").

2. Calculations/Accounting

Currently, all calculations and accounting for Parking and Traffic tickets are performed in the Department's IT core system (Compucourt). All calculations and accounting for Red Light Camera NOLs are performed in the American Traffic Solutions/Verramobility (ATS) AXSIS SYSTEM. There is no expectation for the Contractor to perform any calculations which would update the balance due for the motorist. The Department and/or ATS will send to the Contractor the balance due for each debt assigned to collection.

Contractor is not authorized to enter into a reduced settlement. Only the Department can authorize a reduction.

3. Rescind/Recall

If the Contractor is unsuccessful in their attempts to collect the debt within 180 days of assignment, the ticket(s)/NOLs may be withdrawn and returned to the Department.

4. Payments

Payments for delinquent collections can be received either at the Department or the Contractor. Daily electronic deposits are expected from the Contractor to Department's bank account. The payments will be posted in the Department's host

system or ATS via daily update files and the information will be transmitted back to the Contractor in a format and time-frame acceptable to Department and the Contractor. Contractor shall remit gross payment to Department. County will then remit applicable commission to Contractor, subject to Contractor's compliance with the County's bill paying procedures as detailed in the Section 3 of the Agreement.

5. Reporting

Reporting will be available in a printable and electronic file, in a format acceptable by the Department and the Contractor. Report format and content shall be agreed to by the Contractor and the Department. Reports shall include period data (monthly reporting) as well as YTD information. Reports must include, but not be limited to, the following content:

- a. Collection/liquidation Rate
- b. Types of Billing (amount billed for each notice type, # letters, # tickets)
- c. Returned Tickets (needing additional research)
- d. Recalled Tickets
- e. Tickets Not Billed – reasons why (nixie, erroneous info, etc.)

6. Conflict Resolution

Debtor disputes over amounts, charges or origination issues should be referred to Department. The process for tickets needing additional research to be reassigned to the Department, shall be discussed and agreed upon by the Contractor and Department.

7. Assignment

The Department reserves the right to determine which delinquent tickets/NOLs to assign to the Contractor.

8. Collection Letters

Department shall review and approve all letters prior to use for collections on behalf of Department. Department has discretion regarding the number of letters issued prior to assigning the ticket/case to the Contractor. The Contractor is expected to send an initial demand letter within five (5) business days of the assignment date of each account. A second notice should be sent thirty-one (31) days later or as soon as possible after the initial letter in compliance with FDCPA and other collection activity laws and requirements. In general, collection letters should be sent in a #10 envelope with a #9 window return envelope. Letters should be prepared on pre-perforated paper with tear-off stubs to fit into a #9 envelope. Costs of materials are borne by Contractor. Use of OCR or Bar Code is required

on all collection letters on both tear-off stub and main part of letter. Additional specifications shall be defined by Department and the Contractor.

9. Call Center

Contractor must provide an inbound and outbound call center. The call center shall be staffed for all days and hours that Department is open.

10. Resolution

Contractor should attempt to resolve any questions or concerns regarding the debt. If the ticket is recommended for dismissal by the Contractor, the Contractor should provide documentation submitted by debtor. The Contractor may submit a recommendation along with documentation to Department.

11. Telephone Scripts

All telephone scripts utilized by the Contractor must be reviewed and pre-approved by Department.

12. Data

The Department must approve the Contractor's data backup strategy and plan. All data accumulated by the Contractor in connection with the administration or performance of this Agreement, is the property of the County and must be provided upon request by the Department, in a format acceptable to the Department.

13. Contractor IT System Access

Read access to the Contractor's IT system, as a user, will be given to Department employees to review collection and related information for cases assigned to the Contractor.

14. Interface Files

Outbound Department files include assignment and balance due information. Inbound to Department should include contact information (mail, phone, etc.) and payments received. Specifications of interface files to be agreed upon by Department and the Contractor. The Department will work with Contractor to design and deploy interfaces.

15. Return/updated address information

Contractor is expected to send updated address information back to the Department. Updated is defined as more current or accurate address than what the Department originally sent to the Contractor.

16. Access to out of state information

Contractor is expected to have access to non-NYS DMV information as well as other resources to locate non-NY residents (debtor license and registration information). Out of State DMV access is required. It is understood limitations exist that not all out of states DMV information is available.

17. The Contractor must sign an acknowledgement of the Driver's Privacy Protection Act (DPPA).
18. The Contractor will work with the Department to prepare a list of eligible debt for filing of Default Judgments ("DJ"). Contractor shall also prepare, at the direction of the County, certified mailings of DJ warning letters on approved debts. Contractor shall also conduct asset skip tracing, at the direction of the County, to include locating social security numbers, employment locations, and assessed values of property for enforcement of Default Judgments.
19. The Department is undergoing a CORE IT replacement. The Contractor will need to adjust accordingly once the CORE IT system is replaced.
20. The Contractor shall mail annual consolidated statements to all debtors to last known address.
21. Contractor can enter into payment plans with the debtor on behalf of the Department. Payment plans for parking and photo enforcement must be coordinated with the County's boot and tow contractor. Payment plans are subject to Department's approval.

Jack Schnirman
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 4850 E. Street Rd., Suite 300, Trevose, Pennsylvania 19053

FEDERAL TAX ID #: [REDACTED]

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 February 28, 2020 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in New York Newsday _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on March 13, 2020 _____ [date]. Eight _____ [state #] proposals were received and evaluated. The evaluation _____ committee _____ consisted _____ of: Christopher Gomoka, Robert Piazza, Kristen Clodfeller and myself. All committee members are employees of TPVA. I was the coordinator of the RFP and was not a voting member (DR)

(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____ [date]. 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.

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-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.

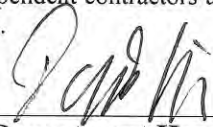
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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 submission of the first claim voucher, for services under this 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

2/3/2021

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.

LAURA CURRAN
COUNTY EXECUTIVE



DAVID RICH
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2700

DEPARTMENTAL MEMO

TO: Jack Schnirman
Nassau County Comptroller

FROM: David Rich
Executive Director, NCTPVA

A handwritten signature in dark ink, appearing to be "DR", enclosed within an oval shape.

DATE: February 3, 2021

**SUBJECT: Selection of AllianceOne Receivables Management, Inc. Contractor from
TPVA Collections RFP**

As required by Nassau County Executive Order No. 1 of 1993, I am providing this attachment to the Comptroller Approval Form. AllianceOne Receivables Management, Inc. (AO) was selected, even though they were not the lowest bidder. As has been the past practice of the Nassau County Traffic and Parking Violations Agency (TPVA), TPVA contracts with multiple collection vendors to attempt to collect fines and fees due Nassau County TPVA. TPVA intends to award the lowest bidder, RTR Financial Services Inc. (RTR), a contract for collection services. AO had a tied score as the highest scoring vendor with RTR. I have attached the scoring sheet for your reference.

2020 Court Debt Collections
Scoring

KC

	Requirements	Profile	Experience	Cost	Total
FMA	11	8	10	17	46
POM	10	5	10	13	38
Linebarger	20	20	40	14	94
Alliance One	20	20	30	15	85
RTR	15	20	20	20	75
Sunrise Credit	10	10	30	18	68
Premiere	15	20	12	16	63
ICR	10	20	20	19	69

RP

	Requirements	Profile	Experience	Cost	Total
FMA	20	20	25	17	82
POM	15	15	20	13	63
Linebarger	20	20	37	14	91
Alliance One	20	20	40	15	95
RTR	20	20	40	20	100
Sunrise Credit	20	20	25	18	83
Premiere	15	15	30	16	76
ICR	20	20	25	19	84

CG

	Requirements	Profile	Experience	Cost	Total
FMA	20	15	30	17	82
POM	10	15	25	13	63
Linebarger	20	15	40	14	89
Alliance One	20	20	40	15	95
RTR	20	20	40	20	100
Sunrise Credit	20	20	25	18	83
Premiere	15	15	25	19	74
ICR	20	20	25	16	81

Totals (averaged)

	Requirements	Profile	Experience	Cost	Total
FMA	17	14	22	17	70
POM	12	12	18	13	55
Linebarger	20	18	39	14	91
Alliance One	20	20	37	15	92
RTR	18	20	33	20	92
Sunrise Credit	17	17	27	18	78
Premiere	15	17	22	17	71
ICR	17	20	23	18	78

LAURA CURRAN
COUNTY EXECUTIVE




DAVID RICH
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2700

DEPARTMENTAL MEMO

TO: Robert Cleary
Chief Procurement Officer

FROM: David Rich
Executive Director, NCTPVA 

DATE: March 15, 2021

SUBJECT: Adverse Information for Award Candidate AllianceOne Receivables Management, Inc.

AllianceOne Receivables Management, Inc. (AO), has been a vendor with Nassau County since 2008. AO was selected as an award candidate from RFP No. TV0228-2011 (Court Debt Collections). AO disclosed a consent order, see attached. All fines were paid, and the matter is deemed closed. Actions taken by AO are in the attached consent order. The following were the "findings" cited by NYC Department of Consumer Affairs;

1. Utilizing a signature block on its collection letters that imply AO is affiliated with the department
2. Representing AO is entitled to a processing fee for credit and debit payments
3. Not including the amount of the debt at the time of the communication and the name of the person to call back
4. Not including its department license number

TPVA feels that none of these “findings” will impact Nassau County. See below responses;

1. All correspondence that is sent by AO is reviewed and approved by TPVA.
2. AO is entitled to collect a credit card processing fee as stated in the contract
3. All correspondence includes balance owed. All correspondence includes vendor contact information including a phone number.
4. Nassau County does not require a license number for a debt collection contractor.

It should be noted that vendor disputed the allegations and settled to avoid additional time and cost that would have been incurred otherwise.

DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK

DEPARTMENT OF CONSUMER AFFAIRS,

Petitioner,

-against-

ALLIANCEONE RECEIVABLES
MANAGEMENT, INC.,

Respondent.

CONSENT ORDER

Summons No.: 170003HR

License Nos.:	2027343	2027022
	2027012	2026602
	2025944	1311061
	1276004	1268482
	1265903	1265838
	1265901	1265890

1. On October 13, 2015, the Department issued a subpoena *duces tecum* (the "Subpoena") to Respondent as part of an investigation into Respondent's business practices related to its collection of debts¹ from New York City consumers. As a result, the Department has identified that Respondent violated 6 RCNY § 5-77(d)(1) by utilizing a signature block on its collection letters that imply AllianceOne is affiliated with the Department; 6 RCNY § 5-77(d)(12), by representing AllianceOne is entitled to a processing fee for credit and debit payments; Admin. Code § 20-493.1(a) by not including the amount of the debt at the time of the communication and the name of a person to call back; and 6 RCNY § 1-05 by not including its Department license number. All of these violations shall collectively be referred to as the "Findings."
2. Respondent does not admit to any violation of the law or wrongdoing but agrees to this Consent Order with the Department to avoid further investigation and litigation.
3. Harry Neerenberg, as Chief Financial Officer of Respondent, represents and warrants that he is authorized to enter into this Consent Order on behalf of Respondent.
4. This Consent Order applies to Respondent, its directors, officers, employees, independent contractors, assignees, and successors. For the purposes of this Consent Order, "employee" means any person employed for hire or permitted to work by Respondent including, but not limited to, any person who manages or oversees the work of another and any person whose earnings are based in whole or in part on commission for work performed for Respondent.

¹ The terms "debt" and "debts" used herein shall have the meaning set forth in Admin. Code § 20-489(d).

5. Respondent agrees to comply fully with all relevant laws and rules related to collecting debts from New York City consumers including, but not limited to the following: the Licensing Law and Rules, Administrative Code ("Admin. Code") § 20-101 *et seq.* and Title 6 of the Rules of the City of New York ("6 RCNY" or "the Rules") § 1-01 *et seq.*; the Debt Collection Agencies Licensing Law and Rules, Admin. Code § 20-488 *et seq.* and 6 RCNY § 2-190 *et seq.*; the Consumer Protection Law and Rules, Admin. Code § 20-700 *et seq.* and 6 RCNY § 5-76 *et seq.*
6. There is no finding by the Department that Respondent violated any law or obligation referenced in paragraphs 7, 8, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 33, 34 and 35 of the herein Consent Order.

I. LICENSING

7. Respondent must not act as a debt collection agency as defined in Admin. Code § 20-489 at any time without holding a valid license from the Department.
8. Upon the termination of Respondent's license by revocation, suspension, expiration, denial, surrender, cancellation, or operation of law, Respondent must immediately cease its debt collection activities with respect to New York City consumers and return its license(s) to the Department.
9. This Consent Order does not impact the Department's ability to deny any future license application or renewal without notice or a hearing.

II. PROHIBITED DECEPTIVE PRACTICES

False and Misleading Representations

10. Respondent must not make, or assist others in making, any express or implied material misrepresentations, including but not limited to, that Respondent is affiliated or acting on behalf of the Department. Specifically, Respondent is prohibited from formatting the signature block in its collection letters as follows:

Sincerely,


New York City Department of Consumer Affairs license number is 1265890.

11. Respondent must not omit, or assist others in omitting, material facts.

Collection of Fees

12. Respondent must not collect or attempt to collect from New York City consumers any fees, interest, collection amounts, or additional costs or charges (collectively "Fees") unless expressly authorized by the underlying agreement between the consumer and the creditor or otherwise permitted by law.

13. Respondent agrees that it will not attempt to collect a return check fee in excess of the amount allowed by New York law, if applicable, from New York City consumers.
14. Respondent represents it currently maintains and agrees to continue to maintain procedures to ensure Respondent does not charge any New York City consumer Fees unless the underlying agreement between the consumer and the creditor expressly authorizes the Fee or the Fee is otherwise permitted by law.
15. Within thirty (30) business days from the day Respondent discovers it collected Fees from a New York City consumer that were not expressly authorized by the underlying agreement between the consumer and the creditor or permitted by law, Respondent must refund the Fees to the consumer.

III. COLLECTION PRACTICES

Information Accuracy

16. If Respondent has reason to believe the information on which it is relying to collect the debt is inaccurate or that the debt has previously been disputed and not verified in accordance with Admin. Code § 20-493.2 and 6 RCNY § 2-190, Respondent must cease collection on such debt.
17. Respondent must implement and maintain written policies and procedures to ensure compliance with Admin. Code § 20-493.2 and 6 RCNY § 2-190, and to reasonably ensure that the information it relies upon to collect a debt is accurate.

Disputed Debt

18. Respondent will comply with Admin. Code § 20-493.2; 6 RCNY §§ 2-190 and 5-77(f); and 23 NYCRR 1 §1.4.

Credit Reporting

19. If any New York City consumer's debt has been paid in full or settled pursuant to an oral or written agreement, Respondent must close the account, permanently cease collecting or attempting to collect the specific debt and submit to any CRA to which Respondent furnishes information a request that the account be marked paid in full or settled in full.
20. Whenever a New York City consumer Disputes a debt, Respondent must conduct a reasonable investigation into the accuracy of any information it has furnished to a CRA. If Respondent cannot verify the accuracy of the information it has furnished to a CRA within thirty (30) days from receipt of the Dispute, which 30-day period may be extended for not more than fifteen (15) additional days if Respondent receives information from the consumer during that 30-day period, Respondent must request deletion of that item of information from the consumer's credit reporting file.

Communications Attempting to Collect a Debt

21. Respondent must include the information required by Admin. Code § 20-493.1(a) in every communication with a New York City consumer.
22. Respondent agrees that it will not use collection letter "SPLCT" or other similar letters in any type of consumer debt collection activity in New York City.

IV. COMPLIANCE PROVISIONS

Policies, Procedures and Training

23. Within fifteen (15) days of the Effective Date of this Consent Order, Respondent must provide a copy of this Consent Order to all officers, directors, senior managers, and individuals who have supervisory responsibilities for collection activities in New York City.
24. Respondent represents that it presently maintains and agrees to continue to maintain, develop and implement policies and procedures to ensure compliance with the Licensing Law and Rules, the Debt Collection Agency Licensing Law and Rules, the Consumer Protection Law and Rules and all the terms of the Consent Order.
25. Respondent represents that it presently maintains and agrees to continue to maintain, develop and implement a written training and a disciplinary program to ensure compliance with the Licensing Law and Rules, the Debt Collection Agency Licensing Law and Rules, the Consumer Protection Law and Rules, and all the terms of the Consent Order.
26. Respondent represents that it presently provides, and agrees to continue to provide, training to all employees at least once per year regarding compliance with the Licensing Law and Rules, the Debt Collection Agencies Law and Rules, the Consumer Protection Law and Rules, and all the terms of this Consent Order. For each employee, the initial training must occur no later than five business days from the time that employee assumes responsibilities that involve the collection or supervision of the collection of debts from New York City consumers, including senior management. Respondent must maintain a written log that includes the date each covered employee received such training.
27. Respondent represents that it presently takes and documents, and agrees to continue to take and document, appropriate disciplinary action against any employee who fails to comply with the Licensing Law and Rules, the Debt Collection Agency Licensing Law and Rules, the Consumer Protection Law and Rules and all the terms of this Consent Order.

Compliance Monitoring and Reporting

28. Roy Buchholz is the Compliance Officer at Respondent. The Compliance Officer oversees Respondent's compliance with the terms of this Consent Order. If the identity of the Compliance Officer changes, Respondent must provide to the Department the name, title, telephone number,

Consent Order
AllianceOne Receivables Management, Inc.
Page 4 of 8

address, and email address of the replacing Compliance Officer within ten (10) business days of such change.

29. Upon request from the Department, Respondent shall produce, within twenty-one (21) days records that Respondent is required to maintain pursuant to the Admin. Code, the Rules, or this Consent Order, or compliance reports or other information related to Respondent's compliance with this Consent Order.
30. For a period of two years after the date of this Consent Order, Respondent must notify the Department of all actions, lawsuits, proceedings, and investigations of Respondent's consumer debt collection practices conducted by a government agency in all jurisdictions, whether pending or resolved, within thirty (30) days of being notified of each action, lawsuit, proceeding, investigation by government agencies, unless such notice is prohibited by law. For purpose of this paragraph, "investigation" means any written communication from a government agency relating to Respondent's consumer debt collection practices, to which Respondent must respond, except for individual consumer complaints.
31. For a period of one year after the date of this Consent Order, Respondent must notify the Department of all private party lawsuits in all jurisdictions against Respondent relating to its consumer debt collection practices that result in a final decision or final order adverse to Respondent within thirty (30) days of being notified of such final decision or final order.
32. For purposes of the compliance reporting and monitoring requirements in this Consent Order, the Department is authorized to communicate directly with Respondent's Compliance Officer.

Document Retention and Production

33. Respondent must comply in a timely fashion with all subpoenas and document requests issued to it by the Department. Respondent must cooperate fully with the Department in responding to subpoenas and document requests and in providing business records that the Respondent is required to maintain under the applicable laws or this Consent Order. Respondent must provide truthful and complete information, evidence, and testimony. Respondent's failure to produce records that the Respondent is required to maintain under the applicable laws or in this Consent Order will constitute an independent breach of this Consent Order. The Department may seek costs to enforce any subpoena or document production in court.
34. Records required to be maintained by this Consent Order must be maintained for six years.

Responding to Consumer Complaints

35. Respondent must make reasonable efforts in good faith to resolve all consumer complaints filed with the Department within twenty (20) days of receiving copies of those complaints, but in all instances, Respondent must respond in writing to the Department regarding those consumer complaints within twenty (20) days of receiving any complaints. In addition to Respondent's business response to each consumer complaint, Respondent must provide all consumer account notes and other records required to be maintained by 6 RCNY § 2-193.

36. The acceptance of this Consent Order does not limit the Department's ability, nor the Respondent's obligation, to respond to consumer complaints that arose before the Effective Date of this Consent Order.

V. MONETARY PROVISIONS

37. Upon the execution of this Consent Order, Respondent must pay a total civil penalty of \$15,000 to the Department. Payment must be made by bank check, certified check, or money order in the full amount made payable to the New York City Department of Consumer Affairs, and delivered to the New York City Department of Consumer Affairs, Office of the General Counsel, Attn: Shannon Bermingham, 42 Broadway, 9th Floor, New York, New York 10004.

VI. NOTICES

38. Any notices, reports, or other written documents required by this Consent Order, must be provided by first-class mail and by email, at the addresses set forth below:

Office of the General Counsel
NYC Department of Consumer Affairs
42 Broadway, 9th Floor
New York, NY 10004
Email to: legaldebtcoll@dca.nyc.gov

VII. CONSEQUENCES OF BREACH OF CONSENT ORDER

39. If, after notice and hearing, Respondent is found to have breached a term of this Consent Order, Respondent will be subject to a civil penalty of \$500.00, in addition to any penalties imposed for violating the applicable laws and rules and any increased penalties for having committed violations in the past. If Respondent is found to have committed repeated, multiple or persistent violations of any applicable law, Respondent will be liable for the reasonable costs of the Department's investigation.
40. Respondent's failure to produce any of the documents required by this Consent Order, the Admin. Code, or the Rules will constitute prima facie evidence that Respondent has failed to maintain those records and is not in compliance with the underlying terms of the Consent Order, law, or rule for which such documents are required to be maintained.

VIII. MISCELLANEOUS PROVISIONS

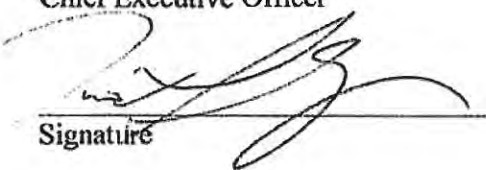
41. The acceptance of this Consent Order resolves the Department's Findings. The Department releases Respondent from all potential liability related to the investigation through the Effective Date of this Consent Order. This release does not limit the Department's ability to bring charges for violations after the Effective Date of this Consent Order. This release does not preclude or affect any right of the Department to determine and ensure compliance with the Consent Order or to seek penalties for any violations of the Consent Order.

42. This Consent Order does not bar nor limit the authority of the Department to exercise its enforcement powers under Chapter 1, Title 20 or under Chapter 2, Title 20 of the Admin. Code; or obviate Respondent's obligations pursuant to the Licensing Law and Rules, the Debt Collection Agency Licensing Law and Rules, or the Consumer Protection Law and Rules, or any other applicable law.
43. Respondent waives the right to a hearing on, appeal of and/or any challenge to, in any forum, the Findings set forth in paragraph 1 of this Consent Order under §§ 20-104 and 20-105 of the Admin. Code or under Article 78 of the New York State Civil Practice Law and Rules.
44. This Consent Order does not constitute an approval of any of Respondent's business practices by the Department, and Respondent is prohibited from making any representation to the contrary. Nothing in this Consent Order may be construed as allowing Respondent or its officers or employees to violate any law, rule or regulation.
45. The Effective Date of this Consent Order is the date upon which it has been fully executed by all of the parties.
46. This Consent Order contains the entire agreement of the parties with respect to the subject matter of the Consent Order. This Consent Order supersedes any understandings or negotiations, whether written or oral, between the parties, and this Consent Order can only be amended through a written document formally executed by all parties. This Consent Order will be considered to be a binding settlement agreement pursuant to the 6 RCNY § 6-04 and it will have the force of a final order. Respondent agrees and affirms that it has read and understands this entire Consent Order, it accurately states the agreement between the Respondent and the Department, and the Respondent enters into and is bound by the terms and conditions stated herein.

Agreed to for the Respondent by:


Accepted for Lorelei Salas
Commissioner of Consumer Affairs for the City
of New York, by:

Tim Casey
Chief Executive Officer


Signature

3-30-17
Date of Signature

Adam Blumenkrantz
Associate General Counsel


Signature

Effective Date: 4/3/2017

Acknowledged by:

Roy Buchholz
Print Name
Compliance Officer

[Signature]
Signature

3-30-17
Date of Signature

Businesses licensed by the Department of Consumer Affairs (DCA) must comply with all relevant local, state and federal laws. Copies of New York City licensing and consumer protection laws are available in person at DCA's Licensing Center, located at 42 Broadway, Lobby, New York, NY, by calling 311, New York City's 24 hour Citizen Service Hotline, or by going online at www.nyc.gov/consumers.



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?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:

Timothy J. Casey

Dated: 12/01/2020 01:57:05 PM

Vendor: AllianceOne Receivables Management, Inc.

Title: CEO

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: Timothy J. Casey
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 4850 E. Street Road
City: Trevoze State/Province/Territory: PA Zip/Postal Code: 19053
Country: US
Telephone: [REDACTED]

Other present address(es):
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: 6 [REDACTED]
Country: US
Telephone: [REDACTED]

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	08/01/2007	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		_____
(Other)	_____		_____

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☐ NO ☒ 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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ 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 ☒ 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
-
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
-
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
-
- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
-
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
-
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
-

10. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Timothy J. Casey , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Timothy J. Casey , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

AllianceOne Receivables Management, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Timothy J. Casey [TIM.CASEY@

CEO

Title

12/01/2020 02:42:13 PM

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: Harry Neerenberg
Date of birth: 02/12/1967
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 4850 E Street Road
City: Trevose State/Province/Territory: PA Zip/Postal Code: 19444
Country: US
Telephone: [REDACTED]

Other present address(es):
City: _____ State/Province/Territory: [REDACTED] Zip/Postal Code: _____
Country: US
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	<u>08/01/2007</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>08/01/2007</u>
Chief Financial Officer	<u>06/01/2005</u>	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ 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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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 ☒ 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Harry Neerenberg , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Harry Neerenberg , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

AllianceOne Receivables Management Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Harry Neerenberg

Chief Financial Officer

Title

03/04/2021 08:12:14 PM

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: 12/01/2020

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

2) Address of Place of Business: 4850 E. Street Road, Suite 300

City: Trevose State/Province/Territory: PA Zip/Postal Code: 19053

Country: US

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

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: [REDACTED]

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

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, please 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

? 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 (NYDCA). NYDCA alleged that AllianceOne's letter formatting did not conform to state law requirements. On April 3, 2017, AllianceOne and the NYDCA entered in to a Consent Decree regarding New York City residents who were contacted by AllianceOne via mail. AllianceOne did not agree with NYDCA that violations took place, but entered into the Consent Decree and paid a \$15,000 fine to avoid additional legal expense. No Nassau County accounts were involved in the allegations.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ 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.

- 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.

If something questionable should arise, AllianceOne will notify Nassau County.

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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

03/01/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

There are no individuals who have a financial interest in the company.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name	Tim								
Last Name	Casey								
MI		Suffix							
Address	4850 E. Street Road, Suite 300								
City	Trevoze	State/Province/Territory	PA	Zip/Postal Code	19053				
Country	US								
Position	Chief Exec. Officer								

First Name	Harry								
Last Name	Neerenberg								
MI		Suffix							
Address	4850 E. Street Road, Suite 300								

City	Trevo	State/Province/Territory	PA	Zip/Postal Code	19053
Country	US				
Position	Chief Financial Officer				

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

vi) Revenue of firm;

vii) Summary of relevant accomplishments

2 File(s) Uploaded: Summary of Accomplishments June 2020.pdf, Summary of Accomplishments_Nassau County 12.1.20.pdf

viii) Copies of all state and local licenses and permits.

2 File(s) Uploaded: Exhibit F - Licenses June 2020.pdf, Licenses Dec 2020.pdf

B. Indicate number of years in business.

41

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 City of Los Angeles

Contact Person Adrine Temuryan

Address

City

State/Province/Territory CA

Country

Telephone

Fax #

E-Mail Address

Company Superior Court of California, County of Orange

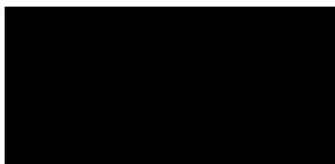
Contact Person

Address

City

State/Province/Territory CA

Country
Telephone
Fax #
E-Mail Address



Company AllianceOne
Contact Person Mike Henderson
Address 12213 S 75TH AVE
City
Country
Telephone
Fax #
E-Mail Address



State/Province/Territory IL

I, Timothy J. Casey, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Timothy J. Casey, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: AllianceOne Receivables Management, Inc.

Electronically signed and certified at the date and time indicated by:

Timothy J. Casey

CEO

Title

12/01/2020 04:27:59 PM

Date

AllianceOne

Authority	Current Status	Valid Through	License #	Type	Location
Alabama	No License Required				
Alaska	Good Standing	6/30/2022	lic#: COAA306 Entity#: 74324F	Collection License	Corporate
American Samoa	No License Required				
Arizona	Good Standing	No Expiry	CA-0904570	Collection License	Corporate
Arkansas	Good Standing	6/30/2020	2595	Collection License	Gig Harbor
California	No License Required				
City of Buffalo	Good Standing	9/30/2021	CAG11-520118	Collection License	Corporate
City of Chicago	Good Standing	6/15/2021	2270582	Collection License	Gig Harbor
City of New York	Good Standing	1/31/2021	1265890-DCA	Collection License	Gig Harbor
City of Philadelphia	Good Standing	No Expiry	600424	Commercial	
City of Yonkers	Good Standing	3/31/2021	10069	Collection License	Corporate
Colorado	Good Standing	7/1/2020	987890	Collection License	Gig Harbor
Connecticut	Good Standing	12/31/2020	CCA-441662	Collection License	Corporate
Connecticut	Good Standing	12/31/2020	CCA-BCH-951445	Collection License	Corporate
Delaware	Good Standing	12/31/2020	2007221109	Collection License	Gig Harbor
Florida	Good Standing	12/31/2020	CCA9904298	Collection License	Gig Harbor
Georgia	No License Required			Collection License	Corporate
Guam	Good Standing	6/30/2021	1608975	Collection License	
Hawaii	Good Standing	6/30/2020	COLAX-74	Collection License	Corporate
Idaho	Good Standing	12/31/2020	CCAB-10158	Collection License	Corporate
Illinois	Good Standing	5/31/2021	009.001152 017.020593	Collection License	Gig Harbor
Indiana	Good Standing	12/31/2020	No # issued	Collection License	Gig Harbor
Iowa	Good Standing	12/31/2020	200121152	Registration	Gig Harbor
Kansas	No License Required				Corporate
Kentucky	No License Required				
Louisiana	Good Standing	No Expiry	36261720I	Registration	
					Corporate

Maine	Good Standing	7/31/2020	DCB7898	Collection License	Gig Harbor
Maryland	Good Standing	12/31/2020	3259	Collection License	Corporate
Maryland	Good Standing	12/31/2020	4348	Collection License	Gig Harbor
Massachusetts	Good Standing	12/31/2020	DC0769	Collection License	Corporate
Massachusetts	Good Standing	12/31/2020	DC111180-107	Collection License	Gig Harbor
Michigan	Good Standing	6/30/2021	2401001947	Collection License	Gig Harbor
Minnesota	Good Standing	6/30/2021	20563588	Collection License	Gig Harbor
Mississippi	No License Required				
Missouri	No License Required				
Montana	No License Required				
Nebraska	Good Standing	12/31/2020	1408	Collection License	Corporate
Nebraska	Good Standing	12/31/2020	1408	Collection License	Gig Harbor
Nevada	Good Standing	6/30/2020	CAD10274	Collection License	Gig Harbor
New Hampshire	No License Required				
New Jersey	Good Standing		7798	Bond	
New Mexico	Good Standing	6/30/2020	658	Collection License	Corporate
New Mexico	Good Standing	6/30/2020	1755	Collection License	Gig Harbor
New York	No License Required				
North Carolina	Good Standing	6/30/2020	3860	Collection License	Gig Harbor
North Dakota	Good Standing	12/31/2020	CA100670	Collection License	Corporate
North Dakota	Good Standing	12/31/2020	NDBR951445	Registration	Gig Harbor
Northern Mariana Islands	No License Required				
Ohio	No License Required				
Oklahoma	No License Required				
Oregon	Good Standing	12/31/2020	48814	Collection License	Corporate
Pennsylvania	No License Required				
Rhode Island	Good Standing	12/31/2020	20082414DC	Collection License	Corporate
Rhode Island	Good Standing	12/31/2020	20082414DC B08	Collection License	Gig Harbor
South Carolina	No License Required				
South Dakota	No License Required				
Tennessee	Good Standing	12/31/2020	464	Collection License	Corporate
Texas	Good Standing			Bond	
Texas Dialer Permit	Good Standing	11/2/2020	AD060388	Registration	Corporate
US Virgin Islands	No License Required				

Utah	Good Standing	8/1/2020	4975144-0131	Collection License	Corporate
Vermont	No License Required				
Virginia	No License Required				
Washington	Good Standing	8/31/2020	602-144-355, Location ID 01	Collection License	Gig Harbor
West Virginia	Good Standing	No Expiry	1015-5211	Collection License	Gig Harbor
Wisconsin	Good Standing	6/30/2020	462	Collection License	Corporate
Wyoming	Good Standing	12/31/2020	CAB-052	Collection License	Corporate

Authority	Current Status	Valid Through	License #	Type	Location
Alabama	No License Required				
				Collection License	
Alaska	Good Standing	6/30/2022	lic#:COAA306 Entity#:74324F		Corporate
American Samoa	No License Required				
		12/31/2021		Collection License	
Arizona	Good Standing		CA-0904570		Corporate
Arkansas	Good Standing	6/30/2021	2595	Collection License	Gig Harbor
California	No License Required				
City of Buffalo	Good Standing	9/30/2021	CAG11-520118	Collection License	Corporate
City of Chicago	Good Standing	6/15/2021	2270582	Collection License	Gig Harbor
City of New York	Good Standing	1/31/2021	1265890-DCA	Collection License	Gig Harbor
City of Philadelphia	Good Standing	No Expiry	600424	Commercial Collection License	Corporate
City of Yonkers	Good Standing	3/21/2021	10069	Collection License	Gig Harbor
				Collection License	
Colorado	Good Standing	7/1/2021	987890		Corporate
Connecticut	Good Standing	12/31/2021	CCA-441662	Collection License	Corporate
Connecticut	Good Standing	12/31/2021	CCA-BCH-951445	Collection License	Gig Harbor
Delaware	Good Standing	12/31/2020	2007221105	Business License	Corporate
Florida	Good Standing	12/31/2020	CCA9904298	Collection License	Corporate
Georgia	No License Required				
Guam	Good Standing	6/30/2021	13-200900922-001	Collection License	Corporate
Hawaii	Good Standing	6/30/2022	COLAX-74	Collection License	Corporate
Idaho	Good Standing	12/31/2021	CCAB-10158	Collection License	Corporate
Idaho	Good Standing	12/31/2021	CCAB-10158	Collection License	Gig Harbor
			009.001152	Collection License	
Illinois	Good Standing	5/31/2021	017.020593		Gig Harbor
Indiana	Good Standing	12/31/2021	No # issued	Collection License	Corporate
Indiana	Good Standing	12/31/2021	No # issued	Collection License	Gig Harbor
Iowa	Good Standing	12/31/2020	200121152	Registration	Corporate
Kansas	No License Required				
Kentucky	No License Required				
Louisiana	Good Standing	No Expiry	36261720I	Registration	Corporate
Maine	Good Standing	7/31/2022	DCB7898	Collection License	Gig Harbor
Maryland	Good Standing	12/31/2021	3259	Collection License	Corporate
Maryland	Good Standing	12/31/2021	4348	Collection License	Gig Harbor
Massachusetts	Good Standing	12/31/2021	DC0769	Collection License	Corporate
Massachusetts	Good Standing	12/31/2021	DC111180-107	Collection License	Gig Harbor
Michigan	Good Standing	6/30/2021	2401001947	Collection License	Gig Harbor
Minnesota	Good Standing	6/30/2021	20563588	Collection License	Gig Harbor
Mississippi	No License Required				
Missouri	No License Required				
Montana	No License Required				

Nebraska	Good Standing	12/31/2021	1408	Collection License	Corporate
Nebraska	Good Standing	12/31/2021	1408	Collection License	Gig Harbor
Nevada	Good Standing	6/30/2021	CAD10274	Collection License	Gig Harbor
New Hampshire	No License Required				
New Jersey	Good Standing	See Bond Tab	7798	Bond	Corporate
New Mexico	Good Standing	12/31/2020	658	Collection License	Corporate
New Mexico	Good Standing	12/31/2020	1755	Collection License	Gig Harbor
New York	No License Required				
North Carolina	Good Standing	6/30/2021	3860	Collection License	Gig Harbor
North Dakota	Good Standing	12/31/2021	CA100670	Collection License	Corporate
North Dakota	Good Standing	12/31/2021	NDBR951445	Registration	Gig Harbor
Northern Mariana Islan	No License Required				
Ohio	No License Required				
Oklahoma	No License Required				
Oregon	Good Standing	12/31/2021	48814	Collection License	Corporate
Pennsylvania	No License Required				
Rhode Island	Good Standing	12/31/2021	20082414DC	Collection License	Corporate
Rhode Island	Good Standing	12/31/2021	20082414DC B08	Collection License	Gig Harbor
South Carolina	No License Required				
South Dakota	No License Required				
Tennessee	Good Standing	12/31/2020	464	Collection License	Corporate
Texas	Good Standing	See Bond Tab		Bond	Corporate
Texas Dialer Permit	Good Standing	11/2/2021	AD060388	Registration	Corporate
US Virgin Islandds	No License Required				
Utah	Good Standing	8/1/2021	4975144-0131	Collection License	Corporate
Vermont	No License Required				
Virginia	No License Required				
Washington	Good Standing	8/31/2021	602-144-355, Location ID 01	Collection License	Gig Harbor
West Virginia	Good Standing	No Expiry	1015-5211	Collection License	Gig Harbor
Wisconsin	Good Standing	6/30/2021	462	Collection License	Corporate
Wyoming	Good Standing	12/31/2021	CAB-052	Collection License	Corporate

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: AllianceOne Receivables Management, Inc.Address: 4850 E. Street Road, Suite 300City: Trevose State/Province/Territory: PA Zip/Postal Code: 19053Country: US2. Entity's Vendor Identification Number: [REDACTED]3. Type of Business: Closely Held Corp (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):

First Name	<u>Tim</u>		
Last Name	<u>Casey</u>		
MI	_____	Suffix	_____
Address	<u>4850 E. Street Road, Suite 300</u>		
City	<u>Trevose</u>	State/Province/Territory:	<u>PA</u> Zip/Postal Code: <u>19053</u>
Country	<u>US</u>		
Position	<u>Chief Exec. Officer</u>		

First Name	<u>Harry</u>		
Last Name	<u>Neerenberg</u>		
MI	_____	Suffix	_____
Address	<u>4850 E. Street Road, Suite 300</u>		
City	<u>Trevose</u>	State/Province/Territory:	<u>PA</u> Zip/Postal Code: <u>19053</u>
Country	<u>US</u>		
Position	<u>Chief Financial Officer</u>		

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.

If none, explain.

AllianceOne Incorporated is the sole shareholder of AllianceOne Receivables Management, Inc.
 AllianceOne Incorporated's address is 4850 E. Street Rd. Ste. 300, Trevose, PA 19053.

No shareholders, members, or partners have been attached to this form.

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

N/A

(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.

Electronically signed and certified at the date and time indicated by:

Timothy J. Casey

Dated: 12/01/2020 04:30:24 PM

Title: CEO

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 but 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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	CONTACT NAME: Marilyn Allred PHONE (A/C, No, Ext): 801 531-1234 FAX (A/C, No): 801-531-6117 E-MAIL ADDRESS: marilyn@moreton.com														
INSURED AllianceOne Incorporated And All Subsidiaries More Than 50% Owned 4850 E Street Rd Ste 300 Trevese PA 19053	<table border="1"> <tr> <th data-bbox="813 436 1398 478">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1398 436 1528 478">NAIC #</th> </tr> <tr> <td data-bbox="813 478 1398 520">INSURER A : Lloyds of London</td> <td data-bbox="1398 478 1528 520"></td> </tr> <tr> <td data-bbox="813 520 1398 562">INSURER B :</td> <td data-bbox="1398 520 1528 562"></td> </tr> <tr> <td data-bbox="813 562 1398 604">INSURER C :</td> <td data-bbox="1398 562 1528 604"></td> </tr> <tr> <td data-bbox="813 604 1398 638">INSURER D :</td> <td data-bbox="1398 604 1528 638"></td> </tr> <tr> <td data-bbox="813 638 1398 680">INSURER E :</td> <td data-bbox="1398 638 1528 680"></td> </tr> <tr> <td data-bbox="813 680 1398 722">INSURER F :</td> <td data-bbox="1398 680 1528 722"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyds of London		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Lloyds of London															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omission		B1636N201616	12/31/2020	12/31/2021	Limit: \$10,000,000
A	Excess E&O		B1636N201617	12/31/2020	12/31/2021	\$20M Excess of \$10M
A	Excess E&O		B1636N201618	12/31/2020	12/31/2021	\$20M Excess of \$30M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

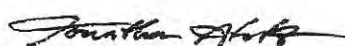
CERTIFICATE HOLDER

CANCELLATION

Nassau County
 1550 Franklin Ave
 Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	CONTACT NAME: Cheryl Phifer	
	PHONE (A/C, No, Ext): 801 531-1234	FAX (A/C, No): 801-531-6117
	E-MAIL ADDRESS: cphifer@moreton.com	
INSURED AllianceOne, Inc. and all Subsidiaries more than 50% owned 4850 E Street Road #300 Trevoze, PA 19053	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Co.	NAIC #: 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: American Zurich Insurance Company	40142
	INSURER D: Travelers Property Casualty Co. of Am	25674
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	35911047DEN	12/31/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	x	x	73559843	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			79877170	12/31/2020	12/31/2021	EACH OCCURRENCE \$10,000,000
D	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ZUP12R0528A20NF	12/31/2020	12/31/2021	AGGREGATE \$25,000,000
B	DED <input type="checkbox"/> RETENTION \$			79887853	12/31/2020	12/31/2021	\$14,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	x	WC924284409	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County Traffic & Parking Violations Agency is additional insured with respects to general liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Traffic & Parking
Violations Agency
16 Cooper Street
Hempstead, NY 11550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jonathan Phifer