



Certified: --

E-100-23

FILED WITH THE CLERK OF THE NASSAU
COUNTY LEGISLATURE AUGUST 15, 2023
2:29PM

NIFS ID: CLTR23000001

Capital:

Contract ID #: CQTR20000002

NIFS Entry Date: 06/12/2023

Department: Treasurer

Service: ON-LINE TAX LIEN AUCTIONEER

Term: from 12/01/2023 to 12/01/2025

Contract Delayed:

Slip Type: Renewal		
CRP:		
Blanket Resolution:		
Revenue: X	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Realauction.com LLC	ID#: 201751433
Main Address: 861 SW 78th Ave Plantation, FL 33324	
Main Contact: Lloyd McClendon Contract Specific Contact: MARC THOMASHAW	
Main Phone: Contract Specific Phone: (954) 734-7400	

Department:
Contact Name: Raquel Rosen
Address: 1 WEST STREET
Phone: (516) 571-5021
Email: rrosen@nassaucountyny.gov, rfernando@nassaucountyny.gov, lenella@nassaucountyny.gov

Contract Summary

Purpose: THIS IS A TWO YEAR RENEWAL OF OUR CONTRACT WITH REALAUCTION.COM LLC TO HOST AND ADMINISTER AN ONLINE COMPETITIVE AUCTION TO COLLECT DELINQUENT REAL ESTATE TAXES THROUGH THE SALE OF TAX LIENS.
Method of Procurement: AN RFP WAS ISSUED ON JUNE 8, 2020.
Procurement History: THE NASSAU COUNTY TREASURER'S OFFICE ISSUED AN RFP ON 6/8/2020 TO SOLICIT BIDS FOR AN ONLINE TAX LIEN AUCTIONEER. THE RFP WAS PUBLISHED IN NEWSDAY AND ON THE COUNTY'S PROCUREMENT WEBSITE. TWO BIDS WERE RECEIVED AND THE SELECTION COMMITTEE AWARDED THE CONTRACT TO REALAUCTION.COM LLC.
Description of General Provisions: REALAUCTION.COM LLC SHALL HOST AND ADMINISTER AN INTERNET BASED CUSTOMIZED SOFTWARE APPLICATION FOR ONLINE AUCTIONS OF LIEN CERTIFICATES. THE WEBSITE IS CAPABLE OF HANDLING TAX SALE BUYER REGISTRATIONS, CREATING A MARKETPLACE FOR BIDDERS,

MAKING PAYMENT SETTLEMENTS, INTERFACING WITH NASSAU COUNTY'S ADAPT TAX SYSTEM, AND AWARDING BIDS.

Impact on Funding / Price Analysis: THIS IS A REVENUE GENERATING CONTRACT. THE VALUE OF THIS AGREEMENT IS DEPENDENT UPON THE NUMBER OF LIENS SOLD. THE COST OF A LIEN CERTIFICATE IS \$20.00. THE VENDOR WILL RECEIVE \$10.00 PER LIEN SOLD. NASSAU COUNTY KEEPS THE OTHER \$10.00. THE MAXIMUM AMOUNT TO BE PAID TO REALAUCTION.COM LLC IS \$225,000.00, WHICH IS BASED ON PRIOR SALES.

Change in Contract from Prior Procurement: THE TERM OF THIS CONTRACT IS FOR A MAXIMUM OF 5 YEARS COMPARED TO 3 YEARS FOR THE PRIOR CONTRACT. PAYMENT TERMS FOR THIS CONTRACT IS \$10.00 PER LIEN SOLD, WHEREAS THE PREVIOUS CONTRACT WAS \$15.00 OF THE AUCTION FEE PER TAX LIEN SOLD.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1600	DE	TRGEN1600	DE500	TRGEN1600 DE500	04	\$0.01
						TOTAL	\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Raquel Rosen	06/12/2023 03:26PM	Approved
NIFS Final Approval	Lisa Enella	06/12/2023 03:40PM	Approved
Final Approval	Raquel Rosen	06/13/2023 12:38PM	Approved
County Attorney			
Approval as to Form	Richard Soleymanzadeh	06/13/2023 02:26PM	Approved
RE & Insurance Verification	Andrew Amato	06/13/2023 01:23PM	Approved
NIFS Approval	Mary Nori	06/29/2023 12:37PM	Approved
Final Approval	Mary Nori	06/29/2023 12:37PM	Approved
OMB			
NIFS Approval	Jeff Nogid	06/15/2023 01:22PM	Approved
NIFA Approval	Irfan Qureshi	06/26/2023 03:49PM	Approved
Final Approval	Irfan Qureshi	06/26/2023 03:49PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/30/2023 11:30AM	Approved
DCE Compliance Approval	Robert Cleary	07/31/2023 12:31PM	Approved
Vertical DCE Approval	Arthur Walsh	08/14/2023 11:52AM	Approved
Final Approval	Arthur Walsh	08/14/2023 11:52AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/14/2023 04:48PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TREASURER AND REALAUCTION.COM, LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Realauction.com, LLC, to host and administer an online competitive auction of delinquent real estate taxes for the County, 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 said amendment with Realauction.com, LLC.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "**Amendment**") dated as of the date (the "**Effective Date**") that this Amendment is executed by Nassau County, 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 Office of the Nassau County Treasurer, having its principal office at 1 West Street, Mineola, NY 11501, and (ii) Realauction.com, LLC, a Florida Limited Liability Company, having its principal office at 861 SW 78th Avenue, Suite 102, Plantation, FL 33324 (the "**Contractor**").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTR200000002 between the County and Contractor, executed on behalf of the County on December 1, 2020 (the "**Original Agreement**"), the Contractor annually conducts an online auction of real property tax liens, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "**Services**" and a copy of the Original Agreement is annexed hereto as **Exhibit A**); and

WHEREAS, the term of the Original Agreement commenced on the Effective Date and shall terminate on the date that is the three (3) year anniversary of the Effective Date unless sooner terminated in accordance with the terms of the Original Agreement (the "**Original Term**");

WHEREAS, the Original Agreement may be renewed by the County under the same terms and conditions for two (2) additional one (1) year periods (the "**Renewal Option**"); and

WHEREAS, the County desires to amend the Renewal Option of the Original Agreement and to exercise the amended Renewal Option;

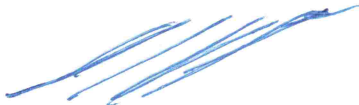
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. **Term**. Section 1, entitled "Term" of the Original Agreement shall be amended, in pertinent part, to read "Notwithstanding the forgoing, this Agreement may be renewed by mutual written agreement of the parties, on the same terms and conditions, for one (1) additional two (2) year period."
2. **Renewal of Term**. The Original Agreement shall be renewed and thereby extended by a period of two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be five (5) years from the Effective Date, unless sooner terminated in accordance with the provisions of the Original Agreement.
3. **Full Force and Effect**. All the terms, clauses, and conditions of the Original Agreement not expressly amended by this Amendment shall refrain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

REALAUCTION.COM, LLC

By: 
Name: LLOYD MCCLENDON III
Title: MANAGING MEMBER
Date: 05/31/2023

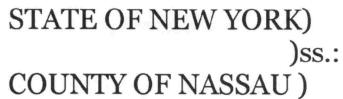
NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

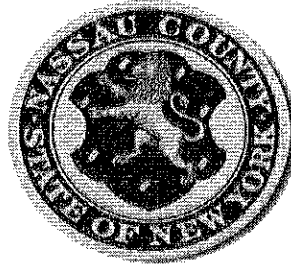
)ss.:
COUNTY OF BROWARD

NOTARY PUBLIC



NOTARY PUBLIC

Elaine Phillips
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: Realauction.com, LLC

CONTRACTOR ADDRESS: 861 SW 78th Avenue, Suite 102, Plantation, FL 33324

FEDERAL TAX ID #: 201751433

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (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 12/1/2020 [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 an RFP was issued on June 8, 2020. Proposals were due on July 17, 2020. Two proposals were received and evaluated by four staff from the Treasurer's Office and one member of IT. The selection committee awarded the contract to Realauction.com LLC.

[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

6/1/23
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.



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?

Electronically signed and certified at the date and time indicated by:
Lloyd McClendon [LMCCLENDON@REALAUCTION.COM]

Dated: 06/13/2023 11:05:58 am

Vendor: Realauction.com LLC

Title: CEO / Managing Member



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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 [X] If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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 listed 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:
Lloyd McClendon [LMCCLENDON@REALAUCTION.COM]

Dated: 06/13/2023 11:02:30 am

Vendor: Realauction.com LLC

Title: CEO / Managing Member

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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: Lloyd McClendon
Date of birth: 10/31/1968
Home address: 3560 Birch Terrace

City:	<u>Davie</u>	State/Province/ Territory:	<u>FL</u>	Zip/Postal Code:	<u>33330</u>
Country:	<u>US</u>				

Business Address: 861 SW 78 Ave Suite 102

City:	<u>Plantation</u>	State/Province/ Territory:	<u>FL</u>	Zip/Postal Code:	<u>33324</u>
Country:	<u>US</u>				
Telephone:	<u>9547347400 x206</u>				

Other present address(es): _____

City:	_____	State/Province/ Territory:	_____	Zip/Postal Code:	_____
Country:	_____				
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	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>08/20/2004</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES [] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [] NO [X] If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Lloyd McClendon is 50% owner of Revenue Recovery Solutions, Inc. Revenue Recovery Solutions does not conduct business in New York.

Lloyd McClendon is 50% owner of Troche Consulting Inc. Troche Consulting Inc does not conduct business in New York. Troche Consulting Inc has a 15% Stake in Realauction.com

1 File(s) uploaded: List of owners for Troche Consulting.docx

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.

Lloyd McClendon is 50% owner of Revenue Recovery Solutions, Inc. RR is based in Palmetto Florida. RR collects tangible taxes on behalf of Florida Tax Collectors and other government entities. Each government client is required to sign an agreement for services with Revenue Recovery Solutions. Revenue Recovery Solutions does not conduct business in New York.

Lloyd McClendon is 50% owner of Troche Consulting Inc. Troche Consulting Inc does consultations in IT. Troche Consulting Inc does not conduct business in New York. Troche Consulting Inc has a 15% Stake in Realauction.com

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?

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, Lloyd McClendon , 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, Lloyd McClendon , 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.

Realauction.com LLC

Name of submitting business

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

Lloyd McClendon LMCCLENDON@REALAUCTION.COM

Managing Member / CEO

Title

07/17/2023 02:53:25 pm

Date

List of owners for Troche Consulting

Troche Consulting is owned 50% by Lloyd McClendon (husband)

Troche Consulting is owned 50% by Lourdes McClendon (wife)

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: Marc Thomashaw
Date of birth: 08/03/1957
Home address: 2011 N. Ocean Blvd #805N

City:	<u>Fort Lauderdale</u>	State/Province/ Territory:	<u>FL</u>	Zip/Postal Code:	<u>33305</u>
Country:	<u>US</u>				

Business Address: 861 SW 78 Ave Suite 102

City:	<u>Plantation</u>	State/Province/ Territory:	<u>FL</u>	Zip/Postal Code:	<u>33324</u>
Country:	<u>US</u>				
Telephone:	<u>9547347400</u>				

Other present address(es): _____

City:	_____	State/Province/ Territory:	_____	Zip/Postal Code:	_____
Country:	_____				
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	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>08/20/2004</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES [] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

Marc Thomashaw is 50% owner of Revenue Recovery Solutions, Inc. Revenue Recovery Solutions does not conduct business in New York.

Marc Thomashaw is 50% owner of Emm Tea Inc. Emm Tea Inc does not conduct business in New York. Emm Tea Inc has a 15% Stake in Realauction.com

1 File(s) uploaded: List of owners for Emm Tea Inc.docx

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.

Marc Thomashaw is 50% owner of Revenue Recovery Solutions, Inc. RR is based in Palmetto Florida. RR collects tangible taxes on behalf of Florida Tax Collectors and other government entities. Each government client is required to sign an agreement for services with Revenue Recovery Solutions. Revenue Recovery Solutions does not conduct business in New York.

Marc Thomashaw is 50% owner of Emm Tea Inc. Emm Tea Inc does consultation work in HR & Finance. Emm Tea Inc does not conduct business in New York. Emm Tea Inc has a 15% Stake in Realauction.com

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?

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, Marc Thomashaw , 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, Marc Thomashaw , 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.

Realauction.com

Name of submitting business

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

Marc Thomashaw MTHOMASHAW@REALAUCTION.COM

Managing Member / CFO

Title

07/17/2023 02:50:40 pm

Date

List of owners for Emm Tea Inc

Emm Tea Inc is owned 50% by Marc Thomashaw (husband)

Emm Tea Inc is owned 50% by Deborah Thomashaw (wife)

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: Theodore J. Klein, as Trustee of the Akaz Family Trust
Date of birth: 12/20/1955
Home address: 8030 Peters Road Suite D-104

City:	<u>Plantation</u>	State/Province/ Territory:	<u>FL</u>	Zip/Postal Code:	<u>33324</u>
Country:	<u>US</u>				

Business Address: 8030 Peters Road Suite D-104

City:	<u>Plantation</u>	State/Province/ Territory:	<u>FL</u>	Zip/Postal Code:	<u>33324</u>
Country:	<u>US</u>				
Telephone:	<u>954-370-2533</u>				

Other present address(es): _____

City:	_____	State/Province/ Territory:	_____	Zip/Postal Code:	_____
Country:	_____				
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	_____
Chairman of Board	_____	Shareholder	<u>05/01/2019</u>
Chief Exec. Officer	_____	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.

The Akaz Family Trust owns 70% of the equity interests of the submitting business.

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?

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, Theodore J. Klein, as Trustee of the Akaz Family Trust , 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, Theodore J. Klein, as Trustee of the Akaz Family Trust , 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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Realauction.com

Name of submitting business

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

Theodore J. Klein TED@TEDLAWS.COM

Trustee of the Akaz Family Trust

Title

06/12/2023 09:13:52 am

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: 07/17/2023

1) Proposer's Legal Name: Realauction.com LLC

2) Address of Place of Business: 861 SW 78 Ave, Suite 102

City: Plantation State/Province/
Territory: FL Zip/Postal
Code: 33324

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

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4) Dun and Bradstreet number: 19-116-9320

5) Federal I.D. Number: 20-1751433

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

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

YES [] NO [X] If yes, please provide details:

--

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

YES ☐ NO ☒ 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:

- 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.

- 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.

There are no financial relationships that would create a conflict of interest.

(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.

There are no family relationships that would create a conflict of interest.

(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.

There are no matters that would create a conflict with Nassau County.

- 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.

Realauction is Soc 2 Type 2 certified. In addition, each Realauction employee is required to sign a non-disclosure agreement prior to beginning employment.

Realauction would be willing to sign a binding document or implement any procedure that would alleviate

Nassau County's concerns regarding any potential conflict of interest.

- 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;

08/20/2004

- 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.

Lloyd McClendon, for Troche Consulting Inc. Troche Consulting has a 15% Stake in Realauction.com.

3560 Birch Terrace

Davie FL 33330

Marc Thomashaw, for Emm Tea Inc. Emm Tea Inc has a 15% Stake in Realauction.com.

2011 N. Ocean Blvd #805N

Fort Lauderdale FL 33305

Theodore J. Klein, as Trustee for the Akaz Family Trust. Akaz Family Trust has a 70% Stake in Realauction.com.

8030 Peters Road, Suite D-104

Plantation FL 33324

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

Lloyd McClendon, for Troche Consulting Inc

3560 Birch Terrace

Davie FL 33330

Marc Thomashaw, for Emm Tea Inc.

2011 N. Ocean Blvd #805N

Fort Lauderdale FL 33305

Theodore J. Klein, as Trustee for the Akaz Family Trust

8030 Peters Road, Suite D-104

Plantation FL 33324

- iv) State of incorporation (if applicable);

FL

- v) The number of employees in the firm;

50

- vi) Annual revenue of firm;
8367217
- vii) Summary of relevant accomplishments
 Realauction has been conducting on line tax certificate auctions since 2004 and is now the the largest on line auction vendor in the United States. We currently provide auction services for approximately 300 municipalities in 13 states.

 Realauction conducts tax certificate auctions similar to the services requested in the RFP for some of the largest cities of the country including Jacksonville FL, Orlando FL, Denver CO and Chicago IL. We also conduct tax certificate sales for approximately 160 townships in New Jersey.
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

19

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

Since our inception in 2004, Realauction has provided has provided online auction services for approximately 300 municipalities 13 states across the Country including Arizona, Colorado, Florida, Idaho, Illinois, Maryland, Nebraska, New Jersey, New York, Ohio, Pennsylvania, Texas and Washington. The auction software offered to the general public for the sale of Tax Certificates is flexible and simple to use while maintaining the highest levels of security. Our software contains all the popular features including proxy bidding, electronic bidder deposits and payments, custom searches and bidder notifications. The system also displays all property details, allows items to be placed on a watch list, calculates the sale fees due and electronically creates all post-sale documents. Our extensive experience and depth of knowledge make Realauction ideally suited to successfully conduct the Nassau County Tax Certificate auction. Additionally, Realauction truly takes a "partner" approach

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	Palm Beach County Tax Collector's Office		
Contact Person	Pat Bradley, Chief of Tax Services		
Address	301 N. Olive Ave 3rd Floor		
City	West Palm Beach	State/Province/Territory	FL
Country	US		
Telephone	(561) 355-4078		
Fax #	(561) 355-6879		
E-Mail Address	PBradley@pbctax.com		

Company	Taylor County Tax Collector		
Contact Person	Kim Eastman, Tax Collector		
Address	108 N. Jefferson Street Suite 101		
City	Perry	State/Province/Territory	FL
Country	US		
Telephone	(850) 838-3580		
Fax #			
E-Mail Address	Keastman@taylorcountytaxcollector.com		

Company	Polk County Tax Collector's Office		
Contact Person	Joe Tedder, Tax Collector		
Address	430 East Main Street		
City	Bartow	State/Province/Territory	FL
Country	US		
Telephone	(863) 534-4728		
Fax #	(863) 564-4720		
E-Mail Address	JoeTedder@polktaxes.com		

I, Lloyd McClendon , 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, Lloyd McClendon , 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.

Name of submitting business: Realauction.com

Electronically signed and certified at the date and time indicated by:
Lloyd McClendon LMCCLENDON@REALAUCTION.COM

Managing Member / CEO

Title

07/17/2023 02:59:39 pm

Date

Lloyd E. McClendon

Chief Executive Officer
861 SW 78th Ave. #102
Plantation, FL 33324
(954) 734-7400 x206

lmccclendon@realauction.com

Proposed Role

Realauction.com LLC Plantation, FL 33324 2004 to Present
Chief Executive Officer

C.E.O. and managing member of Realauction.com LLC. Directly responsible for the strategic direction of the company. Primary responsibilities include the oversight of 8 direct management team members and 55 employees. New product design, contract negotiations and client retention.

Realauction conducts on-line tax certificate, foreclosure and tax deed auctions for approximately 300 government municipalities in eleven (11) states across the Country.

Comparable Projects or Similar Responsibilities

RealTaxLien, C.E.O – On-line Tax Certificate auction software used by over 200 clients in 9 states.
RealForeclose, C.E.O. – On-line foreclosure and tax deed auction software installed in over 40 counties.
RealTDA, C.E.O. – Tax Application workflow software used in Florida and Colorado.
RealTDM/RealFCM, C.E.O. - Foreclosure Case Management software.

Employment History

DELINQUENT TAX RESOURCES INC. – Fort Lauderdale, Florida 1999 to 2004
President and C.E.O.

Real estate information service specializing in the research of properties with delinquent taxes. DTR Inc. a specialized information service company providing banks and financial institutions with research regarding real estate being auctioned due to unpaid taxes. Responsible for the operation and design of all databases and computer systems. DTR was the exclusive provider of research for all major clients whose portfolios exceed \$100 million dollars.

TRANSAMERICA INTELLITECH – Miami, Florida 1996 to 1999
National Director of Database Marketing

A subsidiary of Fortune 500 Transamerica Corporation, Intellitech is a leading national provider of real estate information and software. Responsible for all technical, sales, customer service and daily operations for four of Intellitech's most profitable divisions. Created and developed new products, negotiated all contracts and served as liaison for large customers. Directed all aspects of department staff including hiring, training and termination. Designed and maintained all department software and computer systems.

Education

B.S., Economics 1991
University of Florida, Tampa Fl.

Marc D Thomashaw

Chief Financial Officer

12560 NW 76th Street

Parkland, Fl. 33076

(954) 734-7400 x207

mthomashaw@realauction.com

Proposed Role

Realauction.com LLC Plantation, FL 33324 2004 to Present
Chief Financial Officer

Oversee the allocation of financial resources; identify cost-effective approaches; establishes internal controls for financial systems. Assess current and future staffing needs based on organizational goals and budgets. Oversee procurement and contracting procedures and processes. Ensure the efficient and cost-effective development and utilization of management information systems and other technological resources that meet the organization's needs. Monitor, identify, and communicate over expenditures to executive management. Handle all aspects of Human Resources, Corporate Insurances, Employee Insurances and Cobra filings.

Comparable Projects or Similar Responsibilities

RealTaxLien, C.F.O – On-line Tax Certificate auction software used by over 200 clients in 9 states.

RealForeclose, C.F.O. – On-line foreclosure and tax deed auction software installed in over 40 counties.

RealTDA, C.F.O. – Tax Application workflow software used in Florida and Colorado.

RealTDM/RealFCM – Foreclosure Case Management software.

Employment History

ISC/Transamerica/First American - Sacramento Ca. 1994 to 2004
Senior Sales Representative

Responsible for all sales and marketing of online systems real estate data information including data trends and mortgage information for clientele including government, mortgage lenders, appraisers, investors, attorneys and service-oriented companies. Awarded top national sales representatives each year.

Marsh & McLennan, Inc. - New York, New York 1980 to 1994
Assistant Vice President

Implement changes and enhancements to national systems involving the General Ledger Financial Control System (FCS) software package. Responsible for automated data transmissions for International subsidiaries. Supervise staff responsible for all foreign currency conversions. Responsible for the integrity of all monthly financial reporting statements. Supervise staff preparation of all financial data restatements due to acquisitions and accounting policy revisions and for all detailed account analysis.

American International Group Corporation New York, New York 1979-1980
Staff Accountant

Prepared trial balances for insurance subsidiaries. Updated account analysis reports. Prepared cash position and board reports.

Education

B.S., Accounting State University of New York (SUNY) @ Fredonia	1979
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Professional Licenses and Certifications

Legent Corp. New York, New York Jobtrac- Automated Production Job Automation	1993
UCCEL Corp. New York, New York On-Line System Development	1990
UCCEL Corp. New York, New York Liason Product Development	1987
Harrison Conference Center, Glen Cove, New York Managing Your Subordinates	1986
Marsh & McLennan Inc. New York, New York Accounting for International Subsidiaries	1984
Global Computing Corp. Dallas, Texas Mainframe Software Training	1981

RealAuction.com, LLC

Financial Statements
For the Year Ended December 31, 2022



RealAuction.com, LLC

Financial Statements
For the Year Ended December 31, 2022

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INDEPENDENT AUDITOR'S REPORT

To the Members
RealAuction.com, LLC
Plantation, Florida

Opinion

We have audited the accompanying financial statements of RealAuction.com, LLC (the "Company"), which comprise the balance sheet as of December 31, 2022, and the related statements of income and members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

CPA's + Trusted Advisors

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KEEFE McCULLOUGH

Fort Lauderdale, Florida
May 9, 2023

RealAuction.com, LLC
Balance Sheet
December 31, 2022

Assets:

Current Assets:

Cash		\$	1,337,928
Accounts receivable			285,067
Prepaid expenses			<u>76,398</u>
Total current assets			1,699,393

Property and Equipment, at cost:

Office and computer equipment	\$	603,688	
Office furniture		66,397	
Leasehold improvements		<u>49,784</u>	
		719,869	
Less accumulated depreciation and amortization		<u>710,206</u>	9,663

Other Assets:

Operating lease right-of-use asset	1,114,949		
Website development costs, net of accumulated amortization of \$ 2,129,517		<u>-</u>	<u>1,114,949</u>

Total assets		\$	<u><u>2,824,005</u></u>
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Liabilities:

Current Liabilities:

Accounts Payable		\$	49,128
Accrued expenses			81,731
Current portion of operating lease liability			<u>198,236</u>
Total current liabilities			329,095

Long-Term Liability:

Operating lease liability, net of current portion			<u>981,812</u>
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Total liabilities			<u>1,310,907</u>
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Members' Equity

			<u>1,513,098</u>
Total liabilities and members' equity		\$	<u><u>2,824,005</u></u>

The accompanying notes to financial statements are an integral part of these statements.

RealAuction.com, LLC
Statement of Income and Members' Equity
For the Year Ended December 31, 2022

Sales Revenues	\$ 8,079,875
Operating Expenses, including provision for depreciation and amortization of \$ 9,145	<u>7,341,846</u>
Operating income	738,029
Other Income:	
Interest income	<u>1,318</u>
Net income	739,347
Members' Equity, January 1, 2022	2,973,686
Less: Distributions to members	<u>(2,199,935)</u>
Members' Equity, December 31, 2022	\$ <u><u>1,513,098</u></u>

The accompanying notes to financial statements are an integral part of these statements.

RealAuction.com, LLC
Statement of Cash Flows
For the Year Ended December 31, 2022

Cash Flows from Operating Activities:

Net income	\$ 739,347
Adjustments to reconcile net income to net cash provided by operating activities:	
Provision for depreciation and amortization of property and equipment	9,145
Reduction in the carrying amount of right-of-use asset - operating lease	(32,665)
Changes in assets and liabilities:	
(Increase) decrease in assets:	
Accounts receivable	287,343
Prepaid expenses	(13,429)
Increase (decrease) in liabilities:	
Accounts payable	(9,983)
Accrued expenses	(8,196)
Operating lease liability	38,001
	<u>1,009,563</u>
Net cash provided by operating activities	<u>1,009,563</u>

Cash Flows from Financing Activities:

Distributions to members	<u>(2,199,935)</u>
Net cash used in financing activities	<u>(2,199,935)</u>
Net decrease in cash	(1,190,372)

Cash, January 1, 2022	<u>2,528,300</u>
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Cash, December 31, 2022	\$ <u><u>1,337,928</u></u>
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The accompanying notes to financial statements are an integral part of these statements.

Note 1 - Organization and Operations

RealAuction.com, LLC (the "Company") is a Florida Limited Liability Company founded on October 6, 2004. The Company provides cost-effective, innovative technology solutions that help municipal, county, and state government agencies reach their full operating potential by offering online auction services for tax liens, tax deeds, and foreclosures.

Note 2 - Summary of Significant Accounting Policies

Basis of presentation: The financial statements of the Company have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America.

Cash and cash equivalents: The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents. The Company maintains cash balances with two financial institutions that are insured by the Federal Deposit Insurance Corporation. At various times throughout the year, cash may exceed federally insured amounts.

Accounts receivable and allowance for doubtful accounts: Accounts receivable are presented net of the allowance for doubtful accounts. Management periodically reviews the accounts receivable balances and provides an allowance for accounts which may be uncollectible. At December 31, 2022, management considers the accounts receivable balances to be collectible in full within the current account period. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of accounts receivable. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base and their dispersion across different geographical areas. At December 31, 2022, substantially all receivables are due from governmental entities. For the year ended December 31, 2022, substantially all revenue was derived from governmental entities, and approximately 38% of revenue was derived from one customer.

Provision for Depreciation and Amortization: Depreciation and amortization is provided for using both double-declining balance and straight-line methods over the estimated useful life of each asset, except for leasehold improvements, which are amortized over their useful lives or the remaining lease period, whichever is shorter. Estimated useful lives are as follows:

Office and computer equipment	3-7 years
Office furniture	5 years
Leasehold improvements	15 years

Additions and major renewals to property and equipment are capitalized. Maintenance and repairs are charged to expense when incurred. The cost and accumulated depreciation of assets sold or retired are removed from the respective accounts and any gain or loss is reflected in the statement of income.

Website development costs: FASB ASC 350, *Intangibles - Goodwill and Others* allows website development costs to be capitalized and amortized over their estimated useful lives. Accordingly, the Company has amortized these costs over a three-year period. Costs related to the operation of the website are expensed as incurred.

Note 2 - Summary of Significant Accounting Policies (continued)

Impairment of long-lived assets: Long-lived assets, consisting of property and equipment and website development costs, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the expected future undiscounted cash flows is less than the carrying amount of the asset, an impairment loss is recognized to the extent the carrying amount of the impaired asset exceeds fair value.

Fair value of financial instruments: The carrying amounts of the Company's financial instruments, including cash, accounts receivable, accounts payable, and accrued expenses approximate their fair value due to the short-term nature of these assets and liabilities.

Revenue recognition: Revenue is recognized, in accordance with accounting principles generally accepted in the United States of America, when the promised services are transferred to customers, in an amount that reflects the consideration allocated to respective performance obligations. Revenue or net sales is reported net of estimated returns and allowances, if any. The Organization earns revenue from fixed term contracts with municipalities that list properties for auction using its software as well as sales of its various online auction software. Payments are due once the auction is held and the invoice submitted.

Use of estimates: The presentation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising and marketing: The Company expenses advertising and marketing costs as incurred. Advertising and marketing expense amounted to approximately \$ 66,000 for the year ended December 31, 2022.

Leases: The Company determined if an arrangement is or contains a lease at inception. Leases are included in operating lease right-of-use ("ROU") asset and lease liabilities in the balance sheet. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term. Operating lease expense is recognized on a straight-line basis over the lease term. The Company does not report ROU assets and lease liabilities for its short-term leases (leases with a term of 12 months or less). Instead, the lease payments of those leases are reported as lease expense on a straight-line basis over the lease term.

Effective January 1, 2022, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, as amended. This guidance is intended to improve financial reporting of lease transactions by requiring organizations that lease assets to recognize assets and liabilities for the rights and obligations created by leases that extend more than 12 months. Key provisions in this guidance include additional disclosures surrounding the amount, timing and uncertainty of cash flows arising from leases. The Company elected the effective date transition method and the package of practical expedients that permits no reassessment of whether any expired or existing contracts are or contain a lease, the lease classification for any expired or existing leases, and any initial direct costs for any existing leases as of the effective date.

Note 2 - Summary of Significant Accounting Policies (continued)

The adoption of Topic 842 resulted in the recognition of right-of-use-assets of \$ 1,310,162 and operating lease liabilities of \$ 1,369,925 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with our historical accounting treatment. The adoption of Topic 842 not have a material impact on the Company's results of operations, cash flows or debt covenants.

Compensated absences: Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Company's policy is to recognize these costs when paid.

Date of management's review: Subsequent events have been evaluated by management through May 9, 2023, which is the date the financial statements were issued.

Note 3 - Commitment and Contingencies

Leases: The company's operating lease is for office space in Plantation, Florida entered into on September 28, 2010, and amended on July 2, 2017 to extend the term through May 31, 2028.

The lease asset and liability were calculated utilizing the risk-free discount rate (1.6%), according to the Company's elected policy.

The remaining lease term on this lease agreement is 5.5 years.

For the year ended December 31, 2022, total rent expense and payments related to this lease totaled approximately \$ 240,000 and \$ 210,000, respectively.

Approximate minimum future annual base rental payments under the lease agreement above are estimated to be as follows:

Year Ending December 31,	
2023	\$ 215,000
2024	221,000
2025	226,000
2026	232,000
2027	238,000
Thereafter	<u>100,000</u>
Total lease payments	1,232,000
Less amount representing interest	<u>52,000</u>
Present value of lease liabilities	<u>\$ 1,180,000</u>

Litigation: From time to time, the Company may be involved in litigation in the normal course of business. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of management, the Company has sufficient insurance coverage to cover any claims and/or liabilities, which may arise from such action. Management believes that the effect of such losses, if any, is not expected to have a material adverse effect on the financial condition of the Company.

Note 4 - Income Taxes

The Company is treated as a flow-through entity for Federal income tax purposes and does not incur income taxes. Instead, Company earnings and losses are included in the tax returns of the members and taxed depending on their individual tax situations. Accordingly, the financial statements do not reflect a provision for income taxes.

If it is probable that an uncertain tax position will result in a material liability and the amount of the liability can be estimated, then the estimated liability is accrued. As of December 31, 2022, management believes that there are no uncertain tax positions.

Note 5 - Supplemental Cash Flow Information

Supplemental Disclosure of Cash Flow Information:

Non-cash operating activities:

Cash received during the year for -		
Interest income	\$	1,318

COUNTY OF NASSAU

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

1. Name of the Entity: Realauction.com LLC

Address: 861 SW 78 Ave

City: Plantation State/Province/Territory: FL Zip/Postal Code: 33324

Country: US

2. Entity's Vendor Identification Number: 20-1751433

3. Type of Business: Ltd. Liability Co (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):

1 File(s) uploaded: answer to Number 4 - submitted by Lloyd McClendon.docx

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.

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.

None

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 [X]

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

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

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

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:

Lloyd McClendon [LMCCLENDON@REALAUCTION.COM]

Dated: 06/13/2023 11:25:21 am

Title: CEO / Managing Member

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.

Q. 4/5

Lloyd McClendon
3560 Birch Terrace
Davie FL 33330

Marc Thomashaw
2011 N. Ocean Blvd #805N
Fort Lauderdale FL 33305

Theodore J. Klein
8030 Peters Road, Suite D-104
Plantation FL 33324



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2023

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wilson, Washburn & Forster Insurance 16505 NW 13th Ave Miami FL 33169	CONTACT NAME: PHONE (A/C, No, Ext): 305-666-6636 FAX (A/C, No): 305-662-7778 E-MAIL ADDRESS: certificates@wwfins.com
INSURED RealAuction.com, LLC 861 SW 78th Ave Suite 102 Plantation FL 33324	INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Ins Co INSURER B: Indian Harbor Insurance Co. INSURER C: Technology Insurance Co. Inc. INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 977219081**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 INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VBA88243900	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input type="checkbox"/> N/A		TWC4255257	4/16/2023	4/16/2024	<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
B	Professional Liab. (Technology Products and Services)	Y		MTP0033134 12	10/1/2022	10/1/2023	Policy Aggregate 4,000,000 Each Occurrence 2,000,000

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

Property Address: 861 SW 78th Ave Suite 102 Plantation, FL 33324

Cyber Liability # MTP0033134 12
Indian Harbor Insurance Co - Effective 10/1/2022 - 10/1/2023
\$4,000,000 Aggregate
Media \$2,000,000
Privacy and Cyber Security \$3,000,000
Privacy Regulatory Defense, Awards and Fines \$3,000,000
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Nassau County, New York
Nassau County Treasurer
1 West Street, 1st Floor
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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Wilson, Washburn & Forster Insurance		NAMED INSURED RealAuction.com, LLC 861 SW 78th AVE Suite 102 Plantation FL 33324	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Business Interruption and Extra \$3,000,000
 Data Recovery \$3,000,000
 Cyber-Extortion and Ransomware \$3,000,000
 Data Breach Response and Crisis Management Coverage \$3,000,000
 Retention \$100,000 except 12 Hrs waiting period for Loss of Business Income

CRIME:

Policy: BDJ1027544-10

Insurance Company: Hanover Insurance Company

Effective Date: 10/1/22-10/1/23

Employee Theft Limit: \$25,000

Forgery or Alteration Limit \$25,000

Computer Fraud \$25,000

Social Engineering/False Pretenses Limit \$25,000

Additional Insured status applies for Nassau County, New York- Nassau County Treasurer with respects to Professional Liability per the attached endorsement.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into as of the date that this Agreement is last executed by the parties hereto (the "Effective Date"), by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Treasurer, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Realauction.com, LLC, a Florida limited liability company, having its principal office at 861 SW 78th Avenue, Suite 102, Plantation, FL 33324 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Nassau County Administrative Code § 5-33(b) permits the sale of tax liens through an online auction; and

WHEREAS, the County annually conducts an online auction of real property tax liens (the "Nassau County Annual Real Property Tax Lien Sale"); and

WHEREAS, the County desires to retain a qualified real estate tax lien auctioneer to host and administer a competitive online tax lien auction system to collect delinquent real estate taxes through the sale of tax liens (the "Services"); and

WHEREAS, the County sought to procure the Services and has solicited vendors through the issuance of Request for Proposals # TR0608 – 2018 on June 8, 2020 (the "RFP"); and

WHEREAS, the Contractor responded to the RFP on July 17, 2020; and

WHEREAS, one (1) other potential vendors responded to the RFP; and

WHEREAS, the Contractor was awarded a contract on July 27, 2020; and

WHEREAS, the County desires to enter into contract with the Contractor to perform the Services and 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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall terminate on

the date that is the three (3) year anniversary of the Effective Date, unless sooner terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, this Agreement may be renewed by mutual written agreement of the parties, on the same terms and conditions, for two (2) additional one (1) year periods. Any renewal term is also subject to the County's right of early termination as provided in this Agreement.

2. Services. The Services to be provided by the Contractor under this Agreement shall consist of the hosting and administration of an online auction platform, including the customized software applications and website for such platform. Specifically, Contractor shall provide Services relating to the hosting and administration of an internet-based auction platform for the sale of tax liens on delinquent real estate taxes via Nassau County Annual Real Property Tax Lien Sale with an auction website capable of (a) tax sale buyer registration and payment; (b) tax sale buyer bidding on delinquent taxes; (c) awarding to the lowest bidder; and (d) creating reports and payment settlements (collectively referred to herein as the "Auction Website" or "Website"). Contractor shall interface the Auction Website with the County's proprietary tax system, furnish all labor, materials, equipment products, tools, transportation, supplies required to perform Services, except as otherwise specifically set forth in this Agreement. The Services are more fully described in the Statement of Work and Functional Specifications annexed hereto as Exhibit A and Exhibit B respectively. Notwithstanding the generality of the foregoing, Contractor shall perform a tax-lien sale replication on the Auction Website with the data obtained from the 2020 Tax Lien Auction for the County. During the Term of the Agreement, the County shall conduct each Nassau County Annual Real Property Tax Lien Sale using the Auction Website.

3. Payment.

(a) Amount of Consideration. The value of this Agreement is variable and dependent upon the number of liens sold at the Nassau County Annual Real Property Tax Lien Sale. The Contractor will receive Ten Dollars (\$10.00) per tax lien sold (the "Contractor's Fee"). The Contractor's Fee shall be Contractor's sole source of payment for the Contractor's services rendered under this Agreement, including payment for the development (including the tax-lien sale replication) / implementation / hosting / administration of the Platform, and the Contractor will have no right to seek payment from the County from any source other than from the Auction Fee. Based on prior sales, the Department anticipates that the sale of approximately 4,500 tax liens for the 2021 tax lien sale.

(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.

(e) 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.

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

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

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

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, 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 by the County in its reasonable discretion. Contractor has the right to cure such breach within thirty (30) days of receipt of written notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement by written notice 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 shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor shall maintain individual records for each service and/or test conducted and shall be kept and maintained in a confidential manner as described herein. 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 provide the Contractor with adequate written notice of such request prior to disclosure of the Information so that the Contractor may seek a protective order or take such other action as it deems appropriate.

(d) 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.

(e) 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.

(f) 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.

(g) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Notwithstanding the foregoing, subject to applicable state and federal law, the following information of Contractor shall be deemed Confidential Information of Contractor, whether or not it is marked as such: all information, materials, communications, documentation, and technology relating to: (i) software used to develop or operate the Website, (ii) the pages of the Website; (iii) the security and/or technical aspects of the Website; (iv) the development and/or operation of an electronic platform for selling and/or auctioning financial instruments, including without limitation tax certificates (collectively, the "Website Information"). The Contractor represents, and the County acknowledges, that Website Information constitutes valuable proprietary information and trade secrets of Contractor which embody Contractor's substantial creative efforts and confidential information, ideas, and expressions.

Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (1) previously known to it, without a restriction on disclosure (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement; provided, however, that such receiving party shall provide the disclosing party with adequate written notice, to the extent not prohibited by law, before disclosing Confidential Information under this clause, so that the disclosing party may seek a protective order or other appropriate relief. The obligations of this paragraph (d) shall survive the termination or expiration of this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law; provided, however, that the foregoing shall not apply to information developed by Contractor in the course of performance with respect to the Website Information, including all customization, enhancements, derivations, improvements, modifications, or additions thereto.

(f) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to maintain such Confidential Information in a manner consistent with the confidentiality obligations hereunder.

(g) Confidentiality. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or

on behalf of the County, and shall not be disclosed to their parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County, (iii) upon legal compulsion.

(h) The provisions of this Section shall survive the termination

7. Project Managers. Following the execution of this Agreement, each party shall inform the other of the individual appointed to serve' as its project manager (hereinafter "Project Manager"). The parties' respective Project Manager shall serve as the primary contact with regard to coordinating and supervising the development of the Auction Website and the performance of the Services.

8. 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 generally accepted industry standards of the industry in which the Contractor operates. The Contractor shall take all actions reasonably 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.

9. License

(a) Contractor hereby grants to County a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to the software RealTaxLien (that license, the "License") for use in connection with County's sale by auction of tax certificates. The License shall expire upon the termination of this Agreement. Contractor warrants and represents full ownership of RealTaxLien (the "Software") and the authority to license the Software to the County (the "Product Warranty"). Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty pursuant to Section 17 of this Agreement. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

10. Limited Warranty

(a) Contractor warrants that the Auction Website will perform in accordance with the Functional Specifications set out in Exhibit B provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor, and that services will be provided in a workmanlike manner in accordance with industry standards.

(b) The County will notify Contractor of any material breach of the warranties set forth in Section 10(a), giving a detailed description of the breach, which notice will be in writing. The Contractor shall cure such breach within 30 days of notice thereof. In the event Contractor fails to cure a breach, the County may terminate this Agreement.

(c) The limited warranty provided by Contractor in Section 10(a) shall not apply if it is independently determined that a claimed problem is caused by: (i) the malfunction of computer hardware or other software not manufactured or developed by Contractor; (ii) the negligence, fault, recklessness, and/or intentional misconduct of County and/or County's employees, agents or other service providers; (iii) the negligence, fault, recklessness, and/or intentional misconduct of any third party, including a third party user and/or a third party user's employees, agents or other service providers; (iv) improper data and/or improperly formatted data processed by the Auction Website, as provided by County and/or County's employees, agents or other service providers; (v) improper data and/or improperly formatted data processed by the Auction Website, as provided by any third party, including a third party user and/or a third party user's employees, agents or other service providers; (vi) the access and/or use of the Auction Website, by any third party, including a third party user and/or a third party user's employees, agents or other service providers, in a manner that has not been authorized and approved by Contractor; (viii) the access and/or use of the Auction Website, by County and/or County's employees, agents or other service providers, by improperly functioning software and/or equipment, or by any software and/or equipment that has not been authorized and approved by Contractor; (ix) access and/or use of the Auction Website by any third party, including a third party user and/or a third party user's employees, agents or other service providers, by improperly functioning software and/or equipment, or by any software and/or equipment that has not been authorized and approved by Contractor; or (x) a Force Majeure situation, as described in Section 24 of this Agreement. If Contractor discovers that a claimed problem is caused by one or more of the above, at County's request, Contractor will assist County in resolving such problem.

(d) Contractor further warrants and represents that the Auction Website or deliverables specified and furnished by or through Contractor under the Scope of Services shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor. Defects in the products or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the County.

(e) In addition to Contractor's Project Warranty, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty period, Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after

expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a Scope of Services in accordance with the stated warranty term(s).

(h) The above warranties do not apply to the extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, operation in other than the specified operating environment, failure to follow required maintenance by the County or failure caused by a product for which Contractor is not responsible.

(i) Prior to bringing a claim under the warranty the County shall give the Contractor a reasonable amount of time in which to re-perform the Services and/or correct the deliverables to which the claim relates.

(j) In addition to any and all remedies available at law and / or equity, the County shall be entitled to cumulative remedies for the breach of any warranties herein.

11. Indemnification; Defense; Cooperation; Limitations of Liability.

(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 or willful misconduct of the Contractor or a Contractor Agent, or a material breach by Contractor of its obligations hereunder regardless of whether due to Contractor's negligence, fault, or default hereunder, 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 acts or omissions 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.

(d) 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.

(e) EXCEPT FOR THE EXPRESSED LIMITED WARRANTY SET FORTH IN SECTION 10 OF THIS AGREEMENT, CONTRACTOR MAKES NO OTHER WARRANTY, REPRESENTATION, PROMISE OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE OR THE SERVICES PROVIDED HEREUNDER, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL CONTRACTOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, COVER, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL), WITHOUT REGARD TO THE LEGAL THEORY OF SUCH DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE OR THE SERVICES PROVIDED HEREUNDER. WITH THE EXCEPTION OF CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY TO THE COUNTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED INSURANCE PROCEEDS PURSUANT TO THE COVERAGE SET FORTH IN SECTION 12.

Each party will have the right to approve the terms and conditions or disclaimers that are included within the Website.

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

12. Insurance.

(a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five (5) million dollars (\$5,000,000) 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 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.

13. 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.

14. 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, (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 of Contractor 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 (ii) 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 Nassau County Treasurer (the "Treasurer"), 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 Treasurer 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 Treasurer.

(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 (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.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County.

15. 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. Such Records shall at all times be available for audit and inspection, upon reasonable prior notice and during regular business hours, 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.

16. Intellectual Property Rights.

(a) Except as noted in Subsection (c) below, upon execution of this Agreement, any documents, data, designs, drawings, photographs and/or any other material provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County.

(b) The completed project deliverables as well as all working material shall be the sole property of the County. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Contractor shall own all rights, title and interest in and to all of its software applications and the related source code including copyright, trade secret, patent, trademark and other proprietary rights as well as all customizations, enhancements, modifications,

improvements, derivations or other variations thereof (the "Software"). This Agreement does not transfer to County under any circumstances any of Contractor's ownership rights in the Software. County will have a non-exclusive, non-transferable license for the term specified in the Contract to use such Software subject to the terms and conditions of the Agreement.

17. Patent/Copyright Claims.

(a) Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), judgments, liabilities and costs which may be finally assessed against the County in any action or claim for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right, with respect to the Website (including without limitation the online auction platform and the customized software applications and website for such platform) ("Infringement Claim"), provided that the County shall give the Contractor: (i) prompt written notice of such Infringement Claim, (ii) the opportunity and sole authority to defend such Infringement Claim at Contractor's sole expense, and (iii) information, cooperation, and assistance in the defense of any such action at the expense of Contractor. The County may participate in the defense of any Infringement Claim, with attorneys of its choosing, at its own cost and expense.

(b) In addition to the foregoing, if the use of the Website (including without limitation the online auction platform and the customized software applications and website for such platform) shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take any of the following actions: (i) to procure for the County the right to continue using the Website (including without limitation the online auction platform and the customized software applications and website for such platform); (ii) to modify the Website (including without limitation the online auction platform and the customized software applications and website for such platform), or the infringing component thereof, so that it becomes non-infringing with at least equal quality and performance; or (iii) to replace the Website (including without limitation the online auction platform and the customized software applications and website for such platform), or the infringing component thereof, as applicable, with non-infringing components of at least equal quality and performance. If none of the foregoing is commercially reasonable, then Contractor may terminate this Agreement and the license granted hereunder.

(c) Contractor shall have no obligation to indemnify the County under this Section 17 with respect to an Infringement Claim that is based upon the use of the Website (including without limitation the online auction platform and the customized software applications and website for such platform) in combination with other hardware or software applications not furnished by Contractor, or if such Infringement Claim arises from the County's modification of the Website.

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

18. Compliance with Security and Confidentiality Requirements.

Contractor agrees to abide by all reasonable policies and procedures of the County and to comply with all reasonably non-invasive security requirements of the County particularly in its use of computer facilities and shall not provide access or divulge to third parties any information or materials acquired from the County during performance of Services under this Agreement unless such information is a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the County; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. Contractor or its sub-contractors engaged in a project as a result of this Agreement may be required to sign a reasonable statement of confidentiality, consistent with the terms of this Agreement, prior to each project. The County may impose security requirements depending on the nature of the individual projects initiated.

19. 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 Deputy County Executive ("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) two (2) years 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.

20. 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.

21. 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.

22. 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, (iii) overnight delivery via a nationally recognized courier service, or (iv) email to an email address provided by the party for such purpose, (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, one (1) business day after it is released to a courier service, or upon receipt by email, as applicable, and (d)(i) if to the Department, to the attention of the Treasurer 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.

23. 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.

24. 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.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred and Sixty-Six Dollars (\$ 266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. 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.

28. 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.

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

REALAUCTION.COM LLC.

By:  _____

Name: Lloyd E. McCleendon

Title: MANAGING MEMBER

Date: 08/24/2020

NASSAU COUNTY

By:  _____

Name: Helena Williams

Title: Deputy County Executive

Date: 12/1/20

PLEASE EXECUTE IN BLUE INK

STATE OF FLORIDA)

)ss.:

COUNTY OF BROWARD)

On the 24 day of August in the year 2020 before me personally came Lloyd McClendon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Broward; that he or she is the CEO of Realauction.com LLC, 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

Judith A. Friedmar



Judith A. Friedmar
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG217381
Expires 6/16/2022

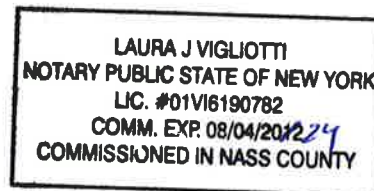
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1 day of Dec in the year 2020 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Laura J. Vigliotti
NOTARY PUBLIC



NOTARY PUBLIC
STATE OF FLORIDA
JUDITH A. FISHMAN
Commission Expires 06/30/2023



Exhibit A

Statement of Work

Online Tax Certificate Auctions

1. Realauction shall provide a customized tax certificate auction website for the County and administer tax certificate sales on the website.
2. The procedures and technical requirements of the Online Tax Certificate Auctions ("Auction Website" or "Website") shall be substantially as described herein (and in Exhibit B Functional Specifications) and may be further refined and modified upon mutual consent during the initial phase of work under the Agreement.

Auction Website Development

1. Realauction will provide County with a project manager and a team of personnel responsible for online auction administration.
2. Realauction will work with County to determine the development timeline and gather information required to build the Website.
3. Realauction will brand the Website to match the look and feel of County's primary website. The Website will be used to make information available to bidders and conduct online auctions.
4. Realauction will populate the Website with information provided by County:
 - a. Documentation on County's tax certificate auctions and other business processes related to delinquent real estate taxes
 - b. Specific to each tax certificate auction:
 - i. The list of properties with delinquent taxes (typically referred to as an advertising list)
 - ii. Data on bidders who participated in previous auctions
 - iii. Sources of additional data (tax records, property appraiser's website and links

to GIS maps, if available).

5. Realauction will make a version of the Website available to County for review and training prior to making the Website available to the public.
6. Realauction will make the Website available to the public for the first time on a date agreed upon by County. After that time the Website will be available to users on an ongoing basis.
7. Realauction will provide training for bidders including an online auction demo, practice auctions and an on-site bidder orientation session (at the request of the County).

Tax Certificate Auction Administration

1. County will provide Realauction with the data necessary to create any auctions in a reasonable amount of time prior to the opening of each auction. Data required includes historical bidder records, a list of auction items, and delinquent tax history.
2. Realauction will configure each auction on the Website based on County's specifications. Realauction will provide County with a list of available auction configuration options.
3. Realauction will post each auction on the Website on a date agreed upon by County. Auctions conducted on the Website may include both annual sales and supplemental certificate sales at the discretion of County.
4. Starting on the date an auction is posted, bidders can prepare to bid and submit bids. Bidders will use the Website to perform all tasks normally associated with the tax certificate sale including:
 - a. Research liens and underlying real estate
 - b. Submit an IRS W-9 form
 - c. Submit additional registration forms or other information as specified by County
 - d. Pay security deposits and/or registration fees
 - e. Obtain bidder numbers
 - f. Submit bids
 - g. View and download auction results
 - h. Pay the balance due for purchases

Bidders will not be allowed to submit bids until they have satisfied a set of registration steps identified by County.

5. Realauction will close each auction on the date chosen by Customer. Certificates may be divided into batches, which close hourly during the day(s) of the sale (e.g., Batch 1 will close at 9:00a.m., Batch 2 will close at 10:00 a.m. and so on). Bidders can submit bids for certificates any time between the advertising date and the time the batch containing the certificates closes. Once a batch closes, the Website identifies winning bidders and results are released immediately. Both the County and bidders can access batch results using the results page on the Website as soon as a batch closes.
6. If allowed by County, bidders with purchases exceeding their deposits will authorize payment for the balance due via ACH on the Website. Realauction will use a third-party payment processor to initiate the ACH transfer. This payment processor shall be subject to the subcontracting terms of Paragraph 12 of the Agreement. ACH payments made through the Website will settle directly to the account designated by County. Following the sale, County can electronically refund unused ACH deposits using an interface on the Website.
7. After each auction, Realauction will make available to County data files with information required to load sale results to County's internal software. These data files will be built to County specification.
8. Realauction will mark auction results as "final" on the Website following County review and approval.

User Support

1. Realauction and County will identify a main contact for County for any auction-related tasks or issues. County will provide contact information for Realauction employees involved in site development and auction administration, including emergency, non-business hour contacts if applicable.
2. Realauction will provide technical support to bidders via phone and email between 8:00 am and 5:00pm Eastern Time on business days when auctions are active. Realauction may provide additional support hours during critical auction periods to be agreed upon by County.

Exhibit B

Functional Specifications

Website Hosting and Security

Realauction will host the Website.

With the exception of scheduled maintenance time, Realauction will ensure the Website is available to users twenty-four hours per day, seven days per week while auctions are active. Realauction will not schedule maintenance time during business hours when auctions are active on the Website.

Realauction will use industry-standard information security best practices, designed to meet or exceed the requirements of the various legal and regulatory specifications to which Realauction is subject.

Realauction's information security framework will undergo annual third-party assessment as part of Realauction's ISO 27002:2013 compliance program.

User Roles and Functions

The Website will have the following user roles and permissions:

General Public:

1. View County's tax certificate auction dates, documentation, rules and other information specified by County
2. When a tax certificate auction is active, view a list of auction items with information similar to what is provided in a newspaper advertised list, along with links to property appraiser and tax collector websites, and map records if available.
3. Register to enter the Website

Bidder (user who registers to enter the Website):

1. View an archive of auctions previously conducted on the Website
2. View a demo of the Website
3. Participate in a trial auction to practice using the Website
4. Enter an active auction and:
 - a. View a summary of auction information including sale format and batch schedule
 - b. Complete steps required before submitting bids including submitting a W-9 or W-8 form, setting a Budget amount and paying a security deposit
 - c. Review and modify registrant information
 - d. Create and administer a Bidding Group (if enabled by the County)
 - e. Search the list of available certificates based on data loaded to the Website
 - f. Create and download custom reports using data loaded to the Website
 - g. After completing required steps, save and submit bids on available certificates
 - h. Upload bids
 - i. View auction results as released following the close of each batch in the auction

Administrator (employee(s) identified by County):

1. View an administrative dashboard with information on certificates, bidders, payments and auction results
2. View the registrant information submitted by each bidder
3. View the W-9 form submitted by each bidder
4. View a summary of auction activity for each bidder
5. View and download a report showing the balances due for all bidders
6. View and download a report showing all payment activity for all bidders
7. View and download a report detailing ACH activity for each day

8. View and download a report detailing any ACH returns
9. View a summary of auction results comparing the current sale to previous tax certificate sales
10. View results data for each batch in an auction
11. View and download post-sale data files used to load County's internal tax system and/or accounting system
12. Electronically issue ACH refunds of unused deposits
13. Securely upload files to be delivered to Realauction (e.g., bidder data) or download files posted by Realauction via a data exchange feature

Payment Processing

Subject to the subcontracting provisions of Paragraph 12 of the Agreement, Realauction will use Forte (<http://www.Forte.net>) to process ACH payments submitted by bidders on the Website. Payments will be transmitted directly from bidders' bank accounts to the bank account designated by the County.

Transaction Processing

Realauction utilizes a secure exchange of payment information with Forte. Bidders enter account and routing numbers on the auction Website. Routing numbers are validated on entry. Account numbers must be entered twice. Transaction data is transmitted to Forte via a web services interface as a SOAP request (XML over HTTPS).

- Forte returns a unique confirmation number for each transaction, which is referenced for future actions such as voids or refunds.
- Forte screens incoming data for a number of conditions including possible duplicate payment, use of valid routing number and use of conforming account number format.
- County can issue refunds of unused deposits electronically using the auction Website. Permission to issue refunds is only granted to the administrative users designated by County.

Funding and Reconciliation

The flow of funds between bidders and County is reconciled with auction site transaction activity.

- ACH payments are processed in batches at 4:45 pm Eastern Time each business day, and funds are routed directly to the bank account designated by County.
- Realauction validates all payment activity each day against a posting file provided by Forte. The posting file represents transactions submitted to banks for processing. Posting file data is used to confirm that Forte processed all transactions submitted by Realauction and to automatically identify ACH returns. This data is also used to generate reports (optionally delivered via e-mail) that can be used by County staff to confirm bank deposit amounts each day.
- ACH returns are payments reversed for reasons including use of incorrect bank account information or account with insufficient funds and typically appear 2 to 3 banking days after the original payment was submitted. When an ACH return is identified in the posting file, the Website sends an email notification to the bidder, copying Realauction's auction support team. Returns are debited from County's bank account and appear in the daily payment processing reports. If the return is for a deposit or registration fee prior to the sale, the bidder will not be allowed to submit bids until a replacement payment is submitted. Payments returned after the sale are handled at the discretion of County.