



Certified: --

E-16-26

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THE LEGISLATURE JANUARY 27, 2026
3:03 PM

NIFS ID: CQTR26000001

Capital:

Contract ID #: **CQTR26000001**

NIFS Entry Date: **12/03/2025**

Department: Treasurer

Service: **On-line Auction to collect delinquent real estate taxes**

Term: **3 years from effective date**

Contract Delayed:

Slip Type: New		
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: (954) 734-7400 Contract Specific Phone: (954) 734-7400	

Department:
Contact Name: Rolando Fernando
Address: 1 WEST STREET MINEOLA, NY 11501
Phone: (516) 571-7711
Email: rfernando@nassaucountyny.gov

Contract Summary

Purpose: This contract is for RealAuction.com LLC to host and administer a competitive auction to collect delinquent real estate taxes through the sale of tax liens.

Procurement History: The Nassau County Treasurer's Office issued an RFP to solicit bids for an on-line tax lien auctioneer. The RFP was published in the NY Post and on the County's procurement website. One bid was received. 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 tax buyer registrations, payments, creation of a marketplace for bidders, payment settlements, interface with Nassau County's ADAPT tax system and award 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 contractor will receive \$15.00 per lien sold. Nassau County keeps the other \$5.00.

Change in Contract from Prior Procurement: Term of this contract is for a maximum of 5 years. Payment terms for this contract is \$15.00 per lien sold. Previous contract was \$10.00 of the auction fee per lien sold.

Method of Source Selection:

- ☒ Request For Proposals awarded to proposer offering best value

RFP #: TR0915-2548

Advertised On: 09/15/2025

Advertised In: Official Newspaper

Proposals Due On: 10/20/2025

Number of proposals received: 1

Evaluation Committee members: David Chiang, Rolando Fernando, Lisa Enella, Andrew Casillo, Madeline O'Reilly and Matthew Kates

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

- ☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

- ☒ MWBE

- ☒ SDVOB

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	01	\$75,000.00
						TOTAL	\$75,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$75,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$75,000.00

Routing Slip

Department			
NIFS Entry	Lisa Enella	12/03/2025 10:07AM	Approved
NIFS Final Approval	Lisa Enella	12/03/2025 12:43PM	Approved
Final Approval	Lisa Enella	12/26/2025 12:09PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	01/07/2026 03:46PM	Approved
RE & Insurance Verification	Grady Farnan	12/29/2025 08:39AM	Approved
NIFS Approval	Mary Nori	01/08/2026 11:54AM	Approved
Final Approval	Mary Nori	01/08/2026 11:54AM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	12/26/2025 12:21PM	Approved
NIFA Approval	Irfan Qureshi	12/26/2025 12:31PM	Approved
Final Approval	Irfan Qureshi	12/26/2025 12:31PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/08/2026 01:44PM	Approved
DCE Compliance Approval	Robert Cleary	01/16/2026 03:17PM	Approved
Vertical DCE Approval	Arthur Walsh	01/21/2026 03:42PM	Approved
Final Approval	Arthur Walsh	01/21/2026 03:42PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	01/27/2026 02:29PM	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. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE 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 a personal services agreement with Realauction.com LLC, to provide auction services for tax collection, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Realauction.com LLC.

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 # TR0915-2548 (the "RFP"); and

WHEREAS, the Contractor responded to the RFP on October 20, 2025; and

WHEREAS, the Contractor was awarded a contract on October 31, 2025; 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:

I. 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 Fifteen Dollars (\$15.00) 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 2026 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) (i) 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.

(t) 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) On April 21, 2009, the United States Patent and Trademark Office issued to Contractor U.S. Patent No. 7523063 (the "'063 Patent"), which applies to services to be provided by Contractor hereunder (i.e., the auctioning of tax certificates, the ("Auction Services")). In consideration for the fees and during the term of this Agreement, Contractor is to earn under this Agreement for the Auction Services, Contractor hereby grants to County a non-transferable, non-exclusive license to the methods described in the '063 Patent for use in connection with County's sale by auction of tax certificates using the Website as described in Exhibits A and B. This license shall expire upon the termination of this Agreement. Contractor warrants and represents full ownership of the '063 Patent and the authority to license such Patent to the County hereunder. (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 FOR 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 (D written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ill 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 (iii) the termination or impending termination of federal or state funding for the Services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the 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 (ill 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 (D 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 (i) in writing, (ii) delivered or sent (A) by hand delivery, evidenced by a signed, dated receipt, (B) postage prepaid via certified mail, return receipt requested, (C) overnight delivery via a nationally recognized courier service, or (D) email to an email address provided by the party for such purpose, (E) 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 (F) if to the Department, to the attention of the Treasurer at the address specified above for the Department, (G) 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, (H) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (I) 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 (A) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (B) 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 MCCLENDON

Title: MANAGING MEMBER

Date: 12/03/2025

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF FLORIDA)

)ss.:

COUNTY OF DADE)

On the 3 day of DECEMBER in the year 2025 before me personally came LLOYD MCCLINTON 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 MANAGING MEMBER 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



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

Definitions:

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

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

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

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

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

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

documents.

Rule:

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

- A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.
- G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

LLOYD MCCLENDON (Name)
861 SW 78 AVE #102 PLANTATION FL 33324 (Address)
954-734-7400 (Telephone Number)

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

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

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

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

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

12/24/2025

Dated


Signature of Chief Executive Officer

LOYD MCCLENDON
Name of Chief Executive Officer

Sworn to before me this
24 day of DECEMBER, 2025.

Steven Fernandez
Notary Public



Exhibit A

Statement of Work

Online Tax Certificate Auctions

- I. 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:
 1. The list of properties with delinquent taxes (typically referred to as an advertising list)
 11. Data on bidders who participated in previous auctions
 111. 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
 1. 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.



Nassau County Interim Finance Authority

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

1. Vendor: Realauction.com LLC

2. Amount requiring NIFA approval: \$225,000.00

Amount to be encumbered: \$75,000.00

Slip Type: New

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

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

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

3. Contract Term: to 3 years from effective date

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

This contract is for RealAuction.com LLC to host and administer a competitive auction to collect delinquent real estate taxes through the sale of tax liens.

Yearly number of tax lien certificates sold is around 5,000.

Real Auction's fee is \$15.00 per certificate sold = \$15 x 5,000 = \$75,000 (for 1 year)

Full amount of contract is \$75,000 x 3 years = \$225,000

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

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

IQURESHI

12/26/2025

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.



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: 11/03/2025 09:26:41 am

Vendor: Realauction.com LLC

Title: CEO

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lloyd McClendon
Date of birth: 10/31/1968
Home address: 3560 Birch Terrace
City: Davie State/Province/Territory: FL Zip/Postal Code: 33330
Country: US
Business Address: 861 SW 78 Ave Suite 102
City: Plantation State/Province/Territory: FL Zip/Postal Code: 33324
Country: US
Telephone: 9547347400 x206
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 ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☒ NO ☐ If Yes, provide details.

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

CEO

Title

11/03/2025 09:30:02 am

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: 12257 NW 69 Court
City: Parkland State/Province/Territory: FL Zip/Postal Code: 33076
Country: US
Business Address: 861 SW 78 Ave #102
City: Plantation State/Province/Territory: FL Zip/Postal Code: 33324
Country: US
Telephone: 954-734-7400 x 207
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 ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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.

Yes, each government client for Revenue Recovery Solutions Inc is required to sign an Agreement for Services with Revenue Recovery Solutions. Revenue Recovery does not conduct business in New York.

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

CFO / Managing Member

Title

12/09/2025 10:42:34 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Theodore J. Klein, as Trustee of the Akaz Family Trust
Date of birth: 06/12/2023
Home address: 8030 Peters Road Suite D-104
City: Plantation State/Province/Territory: FL Zip/Postal Code: 33324
Country: US
Business Address: 8030 Peters Road Suite D-104
City: Plantation State/Province/Territory: FL Zip/Postal Code: 33324
Country: US
Telephone: 954-370-2533
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, Ted Klein , 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, Ted Klein , 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:

Ted Klein TED@TEDLAWS.COM

Trustee of the Akaz Family Trust

Title

12/11/2025 02:17:47 pm

Date

Business History Form

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

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

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

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

Date: 11/03/2025

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? Rent If other, please provide details:

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 ☒ 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 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 [X]

Is the proposer an individual?

YES [] NO [X] 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;

55

vi) Annual revenue of firm;

9500000

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 500 municipalities in 14 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.

21

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 500 municipalities 14 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 LLC

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

CEO
Title

11/03/2025 09:35:51 am
Date

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.

Emm Tea Inc — 15% ownership Owner: Marc Thomashaw Address: 12257 NW 69 Court, Parkland, FL 33076	Troche Consulting — 15% ownership Owner: Lloyd McClendon Address: 3560 Birch Terrace, Davie, FL 33330	Akaz Family Trust — 70% ownership Trustee: Theodore J. Klein Address: 8030 Peters Road, Suite D-104, Plantation, FL 33324
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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: 11/03/2025 09:37:42 am

Title: CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

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)

1/16/2026

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 The Alera Group/ Wilson Washburn & Forster 16505 Northwest 13th Avenue Miami FL 33169-5719	CONTACT NAME: PHONE (A/C, No, Ext): 305-666-6636 E-MAIL ADDRESS: certificates@wwfins.com	FAX (A/C, No): 305-662-7778
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indian Harbor Insurance Co.		36940
INSURER B : Technology Insurance Co. Inc.		42376
INSURER C : Kinsale Insurance Company		38920
INSURER D : Scottsdale Insurance Company		41297
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1489353659**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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		01002787462	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CXS4063800	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		TWC4588698	4/16/2025	4/16/2026	☒ PER STATUTE ☐ 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
A	Professional Services	Y		MTP0033134 15	10/1/2025	10/1/2026	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
Umbrella/Excess Liability only goes over Kinsale General Liability policy #01002787460Cyber Liability (Technology Products and Services) # MTP0033134 15
Indian Harbor Insurance Co - Effective 10/1/2025 - 10/1/2026
\$4,000,000 Aggregate
Media \$2,000,000
Privacy and Cyber Security \$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 The Alera Group/ Wilson Washburn & Forster		NAMED INSURED RealAuction.com, LLC 861 SW 78th AVE Suite 102 Plantation FL 33324
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Privacy Regulatory Defense, Awards and Fines \$3,000,000
Business Interruption and Extra Expense \$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: BDJ-1027544-13

Insurance Company: Hanover Insurance Company NAIC #22292

Effective Date: 10/1/25-10/1/26

Employee Theft Limit: \$2,000,000

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 General Liability per the attached endorsements.