

E. 257.16**Contract Details**SERVICE: Collection Services ContractNIFS ID #: CLTV16000006NIFS Entry Date: 8/25/2016Term: Three years from date of execution

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment #1	X
Time Extension	X
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

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

Agency Information

Vendor	
Name RTR Financial Services, Inc.	Vendor ID# 134032618
Address 1000 South Avenue Suite 103 Staten Island, NY 10314	Contact Person Robert Reilly Phone (718)-668-2881 x 117

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

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 8/25/16	<i>John G. Marks</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 8/25/16	<i>William Corte</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/1/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 9/1/16	<i>[Signature]</i>	
9/1/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 9/1/16	<i>[Signature]</i>	
9/1/16	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 9/1/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>		
	Chief Deputy County Executive		<input type="checkbox"/>		
9/1/16	Deputy County Executive		<input type="checkbox"/> 9/1/16	<i>[Signature]</i>	

Contract Summary

Description:

Original contract is a three-year contract with the option to renew for two additional one year terms. This Amendment #1 adds three (3) additional one-year renewal options for a total of five (5) additional one year periods and at this time is exercising the first one (1) year renewal option. In addition, this Amendment elects to activate the original option to allow the vendor to assist in processing Default Judgments at no cost to the County, cost borne by debtor. Payment to vendor is contingent upon the amount collected by contractor and is more fully set forth in paragraph three of said contract.

Purpose:

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

Method of Procurement:

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

Procurement History:

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

Description of General Provisions:

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

Impact on Funding / Price Analysis:

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

Change in Contract from Prior Procurement: Pricing and fee structure. Collection fee now calculated on total amount due. Previous calculation was based upon violation distribution code (set by NYS OSC) and was calculated upon fine and penalty due. Amendment adds three additional one year renewal options. In addition, amendment elects to activate the original option to allow vendor to assist in processing Default Judgments at no cost to the County, cost is borne by debtor.

Recommendation: Approve as Submitted

Advisement Information

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


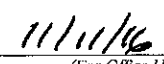
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 0.01

Document Prepared By: **Irene Higgins**

Date: **8/25/2016**

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



Nassau County Interim Finance Authority

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

1. Vendor: RTR FINANCIAL SERVICES, INC. (Amendment #CLTV16000006)

2. Dollar amount requiring NIFA approval: \$ 0.00

Amount to be encumbered: \$ 0.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 9/20/13-9/20/16

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

If yes, please explain: This is a current contract.

4. Funding Source:

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

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

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

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

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

Contractor provides debt collection services regarding past due fines from traffic violations which TPVA cannot collect due to lack of resources available for collection efforts. At this time we are exercising a one year renewal option. Payment is contingent upon the amount collected by contractor and is more fully set forth in said contract.

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

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

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

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

CQTV13000003 - current contract; \$375,000.00 encumbered in 2016.

AUTHORIZATION

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

Ball _____
Signature Title Date 8/31/12

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: RTR FINANCIAL SERVICES, INC.

CONTRACTOR ADDRESS: 1000 SOUTH AVE., STE 103, STATEN ISLAND, NY
10314

FEDERAL TAX ID #: 134032618

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

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

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

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

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

The contract was originally executed by Nassau County on September 20, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a RFP was initiated on March 25, 2012. Approximately, eighteen companies' submitted proposals and the top five candidates were interviewed. RTR was selected based on the standard county procurement procedures. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. *(see attached)*

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

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

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

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

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

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

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

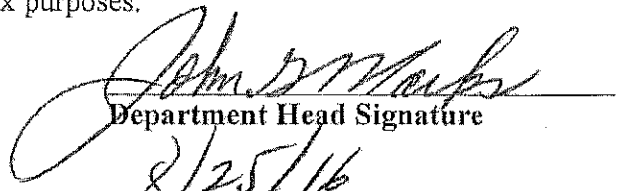
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

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

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


Department Head Signature
8/25/16
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

EDWARD P. MANGANO
COUNTY EXECUTIVE



JOHN G. MARKS
EXECUTIVE DIRECTOR

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

INTER-DEPARTMENTAL MEMO

TO: County Attorney

FROM: John G. Marks
Executive Director, NCTPVA

DATE: November 14, 2016

SUBJECT: Supplemental Information for RTR Financial Services, Inc.
Item E-212-16 on Monday's 121/5/16 Rules Committee Calendar

The performance of RTR Financial Services, Inc. (RTR) is not only acceptable to TPVA standards, but exceeds performance of past collection vendors. RTR maintains a high collection/liquidation rate on traffic (moving) violations. RTR averages 35% collection/liquidation rate on traffic violations, whereby the rate is well above the industry standards after 1 year (sources www.debtcollectionanswers.com, www.tsico.com).

In addition to an acceptable performance evaluation of the vendor's activities, the vendor was the lowest cost bidder.

RULES RESOLUTION NO. – 2016

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with RTR Financial Services, Inc. to provide debt collection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with RTR Financial Services, Inc.


EDWARD P. MANGANO
County Executive



CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney 

Re: Contracts to be posted on the County Website

Date: March 30, 2016

In order to avoid the disclosure of vendor information not subject to the Freedom of Information Law (FOIL), you or your designee should do the following:

You shall advise all persons and companies ("Contractors") submitting contract bids, proposals, or other information that will be included in the contract package, that the Contractor may submit, in addition to their routine paperwork, a duplicate redacted version of the paperwork. Such "website ready" paperwork will be posted on the County Legislature's website upon filing the proposed contract for Legislative approval. The "website ready" paperwork may also be used to respond to FOIL requests.

The "website ready" paperwork shall be identical to the paperwork being submitted for consideration by the department, except that the Contractor will have the opportunity to redact all information of a private or personal nature. The "website ready" paperwork is to be attached to the contract package that is being submitted for County approvals. If no "website ready" paperwork is attached to the contract package, it will be presumed that an un-redacted version of the paperwork is acceptable for posting on the County website.

Contractors shall be advised that redactions must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law. The type of information that is excepted from FOIL disclosure and may be redacted includes, but is not limited to, social security numbers, home or personal telephone numbers, home addresses, e-mail addresses or social network usernames, information of a personal nature where disclosure would result in economic or personal hardship, and trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it. The Contractor shall explain the reason(s) for each redaction. Further, the County reserves the right to unilaterally, without notice, reject Contractor redactions or make additional redactions.

Contractors shall be further advised that failure to submit "website ready" paperwork, including paperwork where redactions are not explained, shall be deemed their consent to the posting of the paperwork in its entirety. The County Legislature will then post an un-redacted version of the paperwork and provide such version to the public if requested pursuant to FOIL, subject to redaction by the County's internal FOIL disclosure procedures.

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Vendor: RTA Financial Services Inc.

Dated: 8/12/16

Signed: [Signature]

Print Name: Robert T. Reilly

Title: President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

Not applicable

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

None

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

None

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

None

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

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

No

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

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

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

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

Dated: 8/12/16

Signed:



Print Name:

Robert T. Reilly

Title:

President

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

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

COUNTY OF NASSAU

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

1. Name of the Entity: RTB Financial Services, Inc.

Address: 2 Teleport Drive, Suite 302

City, State and Zip Code: Staten Island, NY 10311

2. Entity's Vendor Identification Number: 1100112302

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

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

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

Robert T. Reilly, President - 2 Teleport Drive, Suite 302

Staten Island, NY 10311

Robert J. Reilly, Vice President - 2 Teleport Drive, Suite 302

Staten Island, NY 10311

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.

Robert T. Reilly, 2 Teleport Drive, Suite 302, Staten Island, NY 10311;

(Tackora LLC) Barbara Haulihan, 901 North Broadway

White Plains, NY 10603;

Allen Miller, 124 Adair Drive, Staten Island,

NY 10314.

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.

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

None.

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

None

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

None

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

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

Dated: 8/12/16

Signed: 

Print Name: Robert T. Reilly

Title: President

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.

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 Robert T. Reilly
Date of birth 4 / 9 / 57
Home address 119 Clarke Avenue
City/state/zip Staten Island NY 10306
Business address 2 Teleport Drive, Suite 202
City/state/zip Staten Island NY 10311
Telephone (718) 668-2881
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 10/26/98 Treasurer 10/26/98
Chairman of Board Shareholder 10/26/98
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, (to %) _____
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. X
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒
If Yes, provide details. _____

X PERSONAL GUARANTEE OF A BUSINESS CREDIT
LINE FROM CITISIE BANK IN Rev. 3-2016
THE AMOUNT OF \$1,250,000.00.

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

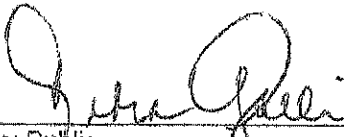
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each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

CERTIFICATION

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

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

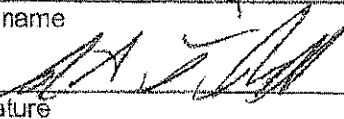
Sworn to before me this 12 day of August 2016



Notary Public
DEBRA GALLI
Notary Public, State of New York
No. 01GA5078181
Qualified in Westchester County
Term Expires: May 19, 2019

BTB Financial Services Inc.
Name of submitting business

Robert T. Reilly
Print name



Signature

President
Title

8 / 12 / 16
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 Robert J. Bailly
Date of birth 9/27/83
Home address 195 Wolverine Street
City/state/zip Staten Island, NY 10306
Business address 2 Teleport Drive, Suite 302
City/state/zip Staten Island, NY 10306
Telephone (718) 668-2881
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President _____ Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer 01/01/98 Secretary 01/01/08
Chief Financial Officer _____ Partner _____
Vice President 01/01/08 - Present _____
(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 not-for-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? NO ☒ YES ____ 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? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.

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

PRINCIPAL QUESTIONNAIRE FORM

CERTIFICATION

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

Sworn to before me this 17th day of November 2016

Sara Lee Martinez
Notary Public

Sara Lee Martinez
Notary Public, State of New York
No. 01MA6125846
Qualified in Westchester County
Commission Expires April 25, 2017

BTR Financial Services, Inc.
Name of submitting business

Robert J. Reilly
Print name

RJR
Signature

Vice President
Title

11/17/16
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 Barbara Houlihan (Tackora LLC)
Date of birth 5 / 13 / 56
Home address 202 Spring Valley Road
City/state/zip Ridgefield, CT 06877
Business address 901 North Broadway
City/state/zip White Plains, NY 10603
Telephone (914) 946-0647
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) No member of Tackora LLC is an officer, director or employee of RTR Financial Services, Inc.
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. 25%
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 not-for-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 details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

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

CERTIFICATION

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

Sworn to before me this 12 day of August 2016

Debra Galli
Notary Public

DEBRA GALLI
Notary Public, State of New York
No. 01GA6078181
Qualified in Westchester County
Term Expires: May 19, 2019

BTR Financial Services, Inc.
Name of submitting business

Robert T. Reilly
Print name

[Signature]
Signature

President
Title

8 / 12 / 16
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: 8/12/16

1) Proposer's Legal Name: BTR Financial Services, Inc.

2) Address of Place of Business: 2 Teleport Dr, Ste 302, Staten Island NY 10311

List all other business addresses used within last five years:

543 Father Capodanno Blvd, Staten Island, NY 10305

3) Mailing Address (if different): _____

Phone: (718) 668-2881

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 123416310

5) Federal I.D. Number: 134032618

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (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, 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. _____
- 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. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction not applicable

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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.

In the event of a conflict, Nassau County will be notified.

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

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

Please see
attached.

- i) Date of formation;
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable);
 - v) The number of employees in the firm;
 - vi) Annual revenue of firm;
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 Mount Sinai Hospital

Contact Person Carolyn Albanese, Vice President of Finance

Address One Gustave L. Levy Place

City/State New York, NY 10029

Telephone (212) 731-3752

Fax # _____

E-Mail Address carolyn.albanese@mountsinai.org

Company NYU Hospitals Center
Contact Person Wes Smith - Senior V.P. of Patient Financial Services
Address 14 Wall Street
City/State New York, NY 10005
Telephone (212) 404-4301
Fax # _____
E-Mail Address wesley.smith@nyumc.org

Company Wyckoff Heights Hospital
Contact Person Josine Castillo - Director of Patient Financial Services
Address 374 Stockholm Street
City/State Brooklyn, NY 11237
Telephone (718) 240-1866
Fax # _____
E-Mail Address jcastillo@wyckoffhospital.org

CERTIFICATION

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

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

Sworn to before me this 12 day of August 2016

Debra Galli
Notary Public
DEBRA GALLI
Notary Public, State of New York
No. 01GA5078181
Qualified in Westchester County
Term Expires: May 19, 2019

Name of submitting business: RTB Financial Services, Inc.

By: Robert T. Reilly
Print name
[Signature]
Signature

President
Title

8 / 12 / 16
Date

Business History Form
RTR Financial Services, Inc.

Section A

- i) Date of formation: October 28, 1998.
- ii) Name, address, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Robert T. Reilly, 2 Teleport Drive, Suite 302, Staten Island, NY 10311
(President/Shareholder); Tackora LLC, 901 North Broadway, White Plains, NY
10603 (Shareholder); Allen Miller, 124 Ada Drive, Staten Island, NY 10314
(Shareholder).
- iii) Name, address and position of all officers and directors of the company:
Robert T. Reilly, 119 Clarke Avenue, Staten Island, NY 10306 (President); Robert J.
Reilly, 195 Wolverine Street, Staten Island, NY 10306 (Vice President, Secretary and
Treasurer).
- iv) State of incorporation: New York.
- v) The number of employees in the firm: 151
- vi) Annual revenue of firm: \$15,316,037.00 (Fiscal Year 2015)
- vii) Summary of relevant accomplishments: See attached Facts and Figures.
- viii) Copies of all state and local licenses and permits: See attached.

Section B

Indicate number of years in business: 18

Section C

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

See attached Facts and Figures.

Section 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.

1) NYU Langone Medical Center

Wes Smith, Senior Vice President of Patient Financial Services

14 Wall Street, New York, New York 10005

Telephone No.: (212) 404-4301

2) Mount Sinai Hospital

Carolyn Albanese, Vice President of Patient Financial Services

1 Gustave L. Levy Place, New York, New York 10029

Telephone No.: (212) 731-3752

3) Wyckoff Heights medical Center

Jaime D. Castillo, Director of Patient Accounts

374 Stockholm Street, Brooklyn, New York 11237

Telephone No.: (718) 240-1866

— FACTS & FIGURES —

TOTAL VALUE OF ACCOUNTS: \$781,907,766.56*

TOTAL NUMBER OF REFERRALS: 657,073*

***2015 Year-End Totals**

FOUNDED: October 26, 1998 in the State of New York

LOCATIONS: Headquarters:
 2 Teleport Drive, Suite 302
 Staten Island, NY 10311

Westchester, New York Office:
 901 North Broadway
 White Plains, NY 10603

CURRENT CLIENT ROSTER (PARTIAL):

HEALTHCARE CLIENTS:

NEW YORK-PRESBYTERIAN HOSPITAL	NYU LANGONE MEDICAL CENTER
WYCKOFF HEIGHTS HOSPITAL	MOUNT SINAI HOSPITAL
MOUNT SINAI HOSPITAL QUEENS	LUTHERAN MEDICAL CENTER
BLYTHDALE CHILDREN'S HOSPITAL	STATEN ISLAND UNIVERSITY HOSPITAL

MUNICIPAL CLIENTS:

NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY
NEW YORK CITY DEPARTMENT OF FINANCE
VALLEY VIEW CENTER FOR NURSING AND REHABILITATION (COUNTY OF ORANGE NEW YORK)
STATE UNIVERSITY OF NEW YORK DOWNSTATE MEDICAL CENTER

NUMBER OF EMPLOYEES: 151

RTR has been able to foster a community-based workforce with strong retention rates. *Women comprise 79% of our personnel, of which 45% are the sole incoming-producing members of their households.*

TRADE ASSOCIATION MEMBERSHIPS:

- American Association of Healthcare Administrative Management
- American Collectors Association
- New York State Collectors Association
- Healthcare Financial Management Association
 - Corporate Sponsor
 - Lena Barone, RTR Vice-President of Client Services
 - Committee Member: The Joseph A. Levi Annual Education Institute,
 - Central Registration and Special Events
 - Founders Merit Award 2010

Consumer Affairs Debt C License

Business Name:

R.T.R. FINANCIAL SERVICES INC.

DBA/Trade Name:

Business Address:

2 TELEPORT DR STE 302

STATEN ISLAND, NY 10311-1004

License Number: 1000523-DCA

Issued: 12/30/2014 **Expires:** 01/31/2017



34926-2014-RDEB

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

Consumer Affairs Debt C License

Business Name:

R.T.R. FINANCIAL SERVICES INC.

DBA/Trade Name:

Business Address:

901 N BROADWAY STE 3B

WHITE PLAINS, NY 10603-2413

License Number: 1130629-DCA

Issued: 12/26/2014 **Expires:** 01/31/2017



34627-2014-RDEB

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



Byron W. Brown
Mayor

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

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



James Comerford
Commissioner

COLLECTION AGENCY

R.T.R. FINANCIAL SERVICES INC.
2 TELEPORT DR SUITE 302
STATEN ISLAND, NY 10311

License Number
CAG15-10030525

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



Date Expires: 09/30/2018

Patrick J. Cole

Director of Permit & Inspection Services

License holder is responsible for renewal of license within 30 days of expiration date

THIS LICENSE IS NON-TRANSFERRABLE



LICENSE NUMBER: 9619

CITY OF YONKERS

**ADMINISTRATIVE ADJUDICATION BUREAU
CONSUMER PROTECTION BUREAU**

TO ALL WHOM THESE PRESENTS MAY CONCERN KNOW YE THAT
Robert T. Reilly - R.T.R. Financial Services Inc.
LOCATED AT

2 Teleport Drive, Suite 302 ~ Staten Island NY 10311

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

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

May 31, 2017

05/31/16

EXPIRES

ISSUED

Handwritten signature: KD H...

SECRET

DIRECTOR

FIRST AMENDMENT TO CONTRACT FOR SERVICES

This First Amendment ("First Amendment") is dated effective this _____ day of _____, 2016 ("Effective Date") and is entered into (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) RTR Financial Services, Inc., authorized to do business in New York, having its principal office at 1000 South Avenue Suite 103 Staten Island, NY 10314 (the "Contractor" or "RTR").

RECITALS

WHEREAS, on September 20, 2013, the County and RTR entered into a Contract for Collection Services (the "Agreement"); and

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

WHEREAS, the County and RTR mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

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

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

"1. Term. This Agreement shall terminate three (3) years from the date of execution by all parties, (including approval by the Nassau County Legislature) unless sooner terminated in accordance with the provisions of this Agreement; provided, however, that this Agreement may be renewed upon the mutual agreement of the parties for a total of five (5) additional one year periods, under the same terms, conditions, and monthly compensation rate, so that the total term of this Agreement may be eight (8) years."
2. The County and RTR hereby agree to exercise the first one (1) year renewal option so that the term of this Agreement, as amended by this First Amendment, shall expire on September 20, 2017.
3. Section 2(a)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

"All Traffic tickets eligible for collection."
4. The description of the Services described in Section 2 of the Agreement is hereby expanded to include additional services. As provided for in the original RFP for the solicitation of the subject collection services, issued as TV0514-1216 on May 25, 2012, and as RTR responded in its proposal to the solicitation, RTR will work with the County to prepare and assist in filing Default Judgments ("DJ"). The amount to be paid to RTR as full consideration for the Default Judgment work will be a commission rate of or add-on fee of 7%, which is the same as the current collection fee RTR accepts as payment for non-DJ assignments.
5. Section 3 (iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

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

of the parties that RTR shall look solely to the DJ debtors for the collection of the certified mailing expense.

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

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

COUNTY OF _____

By:

County Executive

Date

RTR Financial Services, Inc.

By:


Robert Kelly,

8/12/16

Date

President

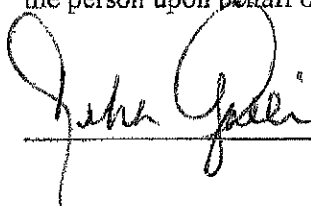
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)
WESTCHESTER

On the 12 day of August in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT KELLY, personally known to me or

proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



DEBRA GALLI
Notary Public, State of New York
No. 01GA5078181
Qualified in Westchester County
Term Expires: May 19, 2019

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

E-121-13

RULES RESOLUTION NO. 773 2013

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

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

WHEREAS, the County has negotiated a personal services agreement
with RTR Financial Services, Inc., that will provide debt collection services
for past due fines, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with RTR Financial Services, Inc.

RTR FINANCIAL
ORIGINAL CONTRACT

E-121-13

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of <date> (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) RTR Financial Services, Inc., authorized to do business in New York, having its principal office at 1000 South Avenue Suite 103 Staten Island, NY 10314 (the "Contractor" or "RTR").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") # TV0514-1216 on May 25, 2012 for parking, red light and/ or traffic ticket collection services;

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

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

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

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

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

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

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

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

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

i. Traffic tickets eligible for collection issued from 1/1/2005 to current

3. Payment. (a) Amount of Consideration.

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

(ii) Contractor understands that all funds under this Agreement are subject to

encumbrance and that the County shall not be liable for payment of any amounts which have not been encumbered for this Agreement by the County.

(iii) Rate Schedule:

All collection activities taken by the Contractor (including preparing but not filing paperwork for filing of a Default Judgment) are included in the commission fee. However, the rate is based on monies collected, if none collected, no money is due. The commission rate shall be a 7% add-on fee. The add-on fee is applied to all amounts, including the fine, admin. Fee (driver Responsibility Fee), penalty, surcharge, etc. A transaction fee may be imposed for each payment made by electronic means (e.g., credit card): in same amount charged to the Contractor by its financial institution or processing vendor.

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

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

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

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. The County shall pay undisputed claim vouchers not later than thirty (30) days after submittal.

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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

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

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

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

(d) Protection of Client Information. The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any individual's information (including, but not limited to, individual names, addresses, social security numbers, and dates of birth), or utilize any of such information (collectively "Confidential Information") for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement, unless disclosure of the Confidential Information is

required by law, regulation, judicial or administrative process. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, except as otherwise provided in this Agreement. This paragraph shall survive termination of this Agreement.

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

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

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

(d) The County shall indemnify and hold harmless the Contractor, its parent, subsidiary and

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to THE DEPARTMENT renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Limitation on Damages. Except for the claims of third parties, neither party shall be entitled to any indirect, special, consequential, exemplary or punitive damages against the other, including but not limited to damages described as lost profits or sales, or loss of reputation. In all cases except those involving the claims of third parties, or failure to remit amounts collected and/or due for services, and to the extent any claim does not assert the claim of a third party or failure to remit amounts collected and/or due for services, neither party's aggregate damages for claims

asserted in any calendar year shall exceed the amount of the Contractor's revenues under this Agreement for the three months preceding the month in which the first claim arose in said calendar year.

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

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

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

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

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

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 20 day of September in the year 2013 before me personally came Richard Rubella to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01P2523028
Qualified in Nassau County
Commission Expires April 02, 2014

Appendix EE ✓
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor must also be included with the Best Effort Documentation

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

ROBERT F. REILLY (Name)
119-CLARK MOUNTAIN RD 12306 (Address)
718-667-2881 - 917 297 9472 (Telephone Number)

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

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

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

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

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

4/10/13
Dated _____

Robert J. Reilly
Signature of Chief Executive Officer

Robert J. Reilly, Mayor
Name of Chief Executive Officer

Sworn to before me this

10th day of April, 2013.

Michael J. Freeman
Notary Public

Exhibit A
Scope of Work

PROGRAM DESCRIPTION

SELF-PAY COLLECTIONS PROGRAM

Each operator/registrant will receive a letter, per the conditions requested by the client, detailing the date the violation occurred and the amount due within five days of referral. In addition, we will commence our efforts to contact the operator/registrant by telephone.

If the operator/registrant advises that he/she cannot make payment in full, we will advise the TPVA and request its instructions regarding payment arrangements. For arranged payments, we will provide the operator/registrant with self-addressed envelopes and a receipt for each payment. Payment arrangement deadlines are monitored by our proprietary receivables software, which will notify our personnel if a payment is missed. Late payment letters and appropriate follow-up action are taken to ensure accounts remain relevant and engaged.

If an operator/registrant disputes the violation or fine, the TPVA will be notified within three (3) business days and no further collection efforts will be taken until the TPVA instructs us to do so. We will request that the operator/registrant provide all documentation regarding the dispute.

If an operator/registrant provides updated address information during communications with our office, this information will be forwarded to the TPVA.

-CORRESPONDENCE

As noted above, each operator/registrant receives an initial letter within five (5) days of the referral as set forth above.

If an operator/registrant responds at any time during the letter series, other than by making payment in full, we will notify the TPVA accordingly. An account specialist will then follow-up with the appropriate action. Any correspondence from an operator/registrant will be scanned and appropriately processed.

A second dunning letter will be sent within thirty-five (35) days of the mailing of the first letter if the first letter goes unanswered.

A final letter will be sent to the operator/registrant within sixty (60) days of the mailing of the first letter, if the operator/registrant has not responded to our prior mailings and telephone attempts.

-TELEPHONE INQUIRIES

Account management specialists are available for inbound calls via a Nassau County area code 516 phone number from 9:00 a.m. until 9:00 p.m. Monday through Thursday, Fridays 9:00 a.m. through

5:00 p.m. and Saturdays from 9:00 a.m. until 4:00 p.m. (The telephone number for inbound calls will be 516-281-3999 and the fax number will be 516-281-3599.)

Any correspondence, phone contact or communication with an operator/registrant will be documented immediately, to expedite appropriate follow-up action.

Telephone inquiries received during normal business hours are addressed immediately. Those made outside of the normal workday are automatically recorded and returned during the next business day.

-TELEPHONE CONTACT

We consider the letter series a secondary means of collection and make every effort to establish telephone contact with the operator/registrant within the parameters dictated by law. The industry, and in-house, consensus is that telephone contact is an invaluable asset in collection recovery; unmatched by any other non-litigious form of communication.

RTR owns and maintains its own predictive dialer system, capable of making up to 1,000 calls per hour, allowing us to make telephone contact with an operator/registrant shortly after account referral.

Our staff of account management specialists, aided by our team of skip tracers, will diligently work on contacting operators/registrants with an obligation to the TPVA and will professionally impress upon the operator/registrant the importance of a timely acknowledgement and resolution.

Employing computer-based search technology, we are quickly and accurately able to obtain the telephone numbers that will supplement the information provided by the TPVA and allow for greater success on collection rates.

To better serve our clients, RTR employs foreign language account representatives. Spanish, Italian and Cantonese-speaking representatives are available at all times.

-CREDIT REPORTING

If after sending the first letter and making the first attempt at telephone contact, and the operator/registrant has not responded, or agreed to make payments, then RTR will report the debt to the credit reporting bureaus.

-SKIP TRACING

Our experienced staff of skip tracers work with the most advanced tools in the collections marketplace; the following technology has enabled us to skip and locate debtors and assets:

- Electronic access to many of the nation's largest databases.

- On-line access to three of the world's largest credit bureaus, a multitude of Motor Vehicle Departments, and various real estate and business telephone directories.

DEFAULT JUDGMENT/LIEN PROGRAM

RTR will prepare the statutory notice to the person charged with the traffic infraction, mail it by certified mail, and electronically provide the certified mail number to the TPVA. Should the individual fail to enter a plea or make an appearance within thirty (30) days of the mailing of the notice, RTR shall prepare the necessary paper work and electronic files, so that the TPVA can submit the files to the appropriate County Clerks to enter the default judgment.

RTR will use its retained counsel, William A. Hecht, Esq., to supervise RTR personnel who will be assigned the foregoing task. Mr. Hecht has been handling collection litigation matters for over twenty-eight (28) years and has extensive experience entering judgments in the Courts of the State of New York.

In addition, should the TPVA wish to outsource the enforcement of the judgments for civil legal remedies, RTR would refer these matters to the law firm of William A. Hecht, P.C. No judgment will be referred to the law firm without TPVA's written authorization. Prior to beginning the process of the enforcement of judgments, RTR and William A. Hecht, P.C. will meet with the TPVA to set forth the policies and procedures, accordingly.

REPORTING

We recognize the necessity of strong reporting capabilities in the analysis of financial data. Capable of reporting on virtually any data element, every field that is integral to an account, such as, date of issuance, payment amount, and partial versus full payments, can be accessed for meticulous analysis.

Given increasingly complex reporting requirements, our fastidious and technologically advanced reporting abilities are a necessity. By downloading information from the TPVA's system and our database to our personal computers, we can support reporting changes quickly and efficiently. We currently maintain an extensive library of standard reports to meet any of the TPVA's needs.

Following up on items referenced in the Request for Proposal, such as, returned and recalled tickets, we will discuss with the TPVA its informational requirements, in detail, before the first report is produced. In the unlikely event that a requirement is not met by our standard reports, the report writer provides unlimited ad hoc reporting.

RTR will remit all monies collected on a daily basis, and will provide a remittance report that identifies each payment by motorist and/or vehicle registrant, your account number, date of issuance, and the source of the payment. In addition, a monthly status report and discontinuance report will be provided.