



4-2-17

Contract Details

NIFS ID #: CQTR17000001 NIFS Entry Date: 1/4/17 Term: from 2/21/17 to 2/27/17

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>

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

Agency Information

Vendor	
Name AUCTIONS INTERNATIONAL, INC.	Vendor ID# 32-0038079 - 01
Address 11167 BIG TREE ROAD EAST AURORA, NY 14052	Contact Person RUSS SCHERRER
	Phone (800) 536-1401 ext.127

County Department
Department Contact BEAUMONT JEFFERSON
Address 1 West Street Mineola, NY 11501
Phone (516) 571-2090 ext. 15031

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"/> 1/4/17	<i>Beaumont Jefferson</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 1/4/17	<i>Beaumont Jefferson</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
1/11/17	County Attorney	CA-RE&I Verification	<input checked="" type="checkbox"/> 1/11/17	<i>Q. Amato</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	Filed Resolution with CA	<input type="checkbox"/>		
	County Attorney	As to form NIFS Approval	<input checked="" type="checkbox"/> 1/19/17	<i>Jackie Bell</i>	
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
1/18/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 1/18/17	<i>CE</i>	

RECEIVED
ALBANY COUNTY
CLERK OF THE LEGISLATURE



Contract Summary

Description: 2017 ANNUAL UNPAID PROPERTY TAX LIEN SALE AUCTIONEER

Purpose:

THE SERVICES TO BE PROVIDED ARE ACTING AS AUCTIONEER FOR THE NASSAU COUNTY ANNUAL UNPAID PROPERTY TAX LIEN SALE TO BE HELD AT THE NASSAU COUNTY LEGISLATIVE CHAMBER.

Method of Procurement:

RFP #TR1104-1633

Procurement History:

PREVIOUS VENDOR TO THE COUNTY FOR THIS SERVICE.

Description of General Provisions:

N/A

Impact on Funding / Price Analysis:

N/A

Change in Contract from Prior Procurement:

N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	TRGEN
Resp:	1600
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$24,500.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$24,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TRGEN1600 DE500	\$24,500.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$24,500.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Susan LandauDate: 1/4/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name:	Date: <u>1/4/17</u>
Date: <u>1/4/2017</u>	Date:	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Auctions International, Inc. - CQTR17000001

2. Dollar amount requiring NIFA approval: \$ 24,500.00

Amount to be encumbered: \$ 24,500.00

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: 02/21/17 - 02/27/17

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

If yes, please explain: _____

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:

To provide services as auctioneer for Nassau County at the 2017 annual unpaid property tax lien sale to be held at the Nassau County Legislative Chamber.

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:

CQTR15000002 - Auctioneer services for 2016 annual unpaid property tax lien sale

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.

Roseann Della 1/10/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY TREASURER AND AUCTIONS INTERNATIONAL INC.

WHEREAS, the County has negotiated a personal services agreement
with Auctions International Inc. to serve as Auctioneer for the Nassau
County Annual Unpaid Property Tax Lien Sale, a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Auctions International Inc.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: AUCTIONS INTERNATIONAL, INC.

CONTRACTOR ADDRESS: 11167 Big Tree Road, East Aurora, NY 14052

FEDERAL TAX ID #: 32-0038079

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 November 4, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in *Newsday*, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on November 28, 2016. One (1) proposal was received and evaluated. The evaluation committee consisted of three members of the Treasurer's Office: Beaumont Jefferson, Rolando Fernando, and Mari Lomino. The proposal was reviewed, but not scored and ranked, as it was the only proposal received. The selected proposer has previously provided tax lien auctioneer services to Nassau County.

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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



Department Head Signature

Date 1/4/2017

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.

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 - No Contributions Made

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

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

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

Dated:

12/19/16

Vendor: Auctions International, Inc.

Signed:

Russ Scherrer

Print Name: Russ Scherrer

Title:

President

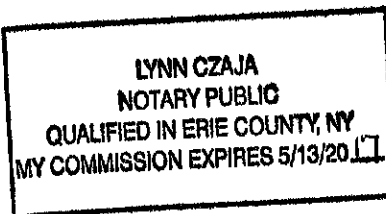
CERTIFICATION

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, Russ Scherrer, 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 19 day of December 2016

Lynn Czaja
Notary Public



Auctions International, Inc.
Name of submitting business

Russ Scherrer
Print name

[Signature]
Signature

President
Title

12 / 19 / 16
Date

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):

NONE

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

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See 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?

NONE - 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.

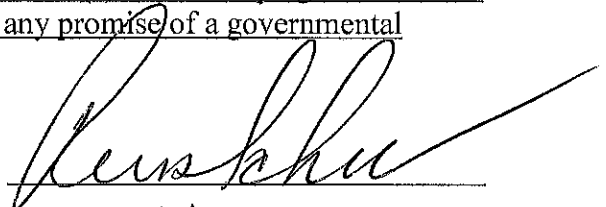
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 12/19/16

Signed:



Print Name:

Russ Scherrer

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.

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 Russ Scherrer
Date of birth 10 / 5 / 49
Home address 12152 Bennett State Road
City/state/zip Silver Creek, NY 14136
Business address 11167 Big Tree Road
City/state/zip East Aurora, NY 14052
Telephone 800-536-1401
Other present address(es) (NONE)
City/state/zip (NONE)
Telephone 1-800-536-1401 / 716-656-1400
List of other addresses and telephone numbers attached

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

President 5 / 18 / 15 Treasurer / /
Chairman of Board / / Shareholder / /
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. 100% Shareholder
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. Owner of East Aurora Auction and Expo Center
(flea and farmers market)

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.

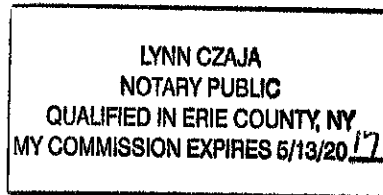
CERTIFICATION

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, RUSS SCHERBER, 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 19 day of December 2016

Lynn Czaja
Notary Public



Name of submitting business: Auctions International, Inc.

By: Russ Scherber
Print name
[Signature]
Signature

President
Title

12 / 19 / 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: 12/19/14

1) Proposer's Legal Name: Auctions International, Inc.

2) Address of Place of Business: 11167 Big Tree Rd. East Aurora, NY 14052

List all other business addresses used within last five years:

N/A

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

Phone: (800) 536-1401

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 140703369

5) Federal I.D. Number: 32-0038079

6) The proposer is a (check one): Corporation ☒ Sole Proprietorship ☐ Partnership ☐ 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: DA's not related to auction industry

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. NONE
- 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 X 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). NONE
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets NONE
- 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 X If Yes, provide details for each such investigation. NONE
- 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 X If Yes, provide details for each such investigation. NONE
- 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 X If Yes, provide details for each such charge. NONE
- b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. NONE
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction NONE

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. NONE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. NONE

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. NONE

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. NONE

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.

If a situation arose - we would contact the County and look to their guidance in a resolution.

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

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

- i) Date of formation;
- 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.

*Please see
attached*

- 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 Commonwealth of Massachusetts - OSD

Contact Person Paul Guerin

Address 1 Ashbuton Place

City/State Boston, MA 02108

Telephone 617-720-3300

Fax # 617-727-4527

E-Mail Address _____

Company Chemung County - Purchasing

Contact Person Tricia Wise

Address PO BOX 588

City/State Elmira, NY 14902

Telephone 607-737-5516

Fax # _____

E-Mail Address _____

Company Ontario County - Purchasing

Contact Person Debbie Gierman

Address 20 Ontario Street

City/State Canandaigua, NY 14424

Telephone 585-396-4446

Fax # _____

E-Mail Address _____

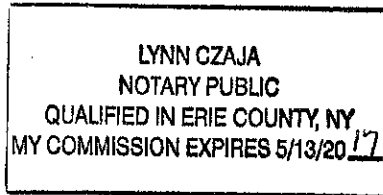
CERTIFICATION

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I, Russ Scherger, 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 19 day of December 2016

Lynn Czaja
Notary Public



Name of submitting business: Auctions International, Inc.

By: Russ Scherger

Print name

[Signature]
Signature

President

Title

12 / 19 / 16
Date

6.) Company Profile

Corporate Summary

<u>New York 'C' Corporation:</u>	<u>Inc. Date:</u>	<u>Employer ID:</u>	<u>Employees:</u>
Auctions International, Inc.	8/2002	320038079	25+/-

<u>Headquarters</u>	<u>Telephone</u>	<u>Facsimile</u>
11167 Big Tree Road, East Aurora, NY 14052	800-536-1401	800-569-3334

<u>Website</u>	<u>Email</u>
www.AuctionsInternational.com	rich@auctionsinternational.com

Company History

Conducted live and online auctions as Scherrer Auctions from 1989 to 2004. Auctions International, Inc. was founded in 2002. Scherrer Auctions was closed in 2004, with all business activity transferred to Auctions International, Inc. Our clients include state, county and local government agencies, educational institutions, state and municipal authorities, plus police and fire departments. Auctions International is NOT a subsidiary of any other company. We are currently registered with the Department of State to conduct business in New York, Massachusetts and other states and are authorized to collect sales taxes.

Ownership

Russ Scherrer- President/Senior Auctioneer
-100% shareholder and owner of Auctions International, Inc.

Corporate Officers - Authorized to Enter Binding Agreements

RJ Klisiewicz –Operations Manager

Annual Business

15 to 25 live auctions per year, with 5000+ online silent auctions each year, and personal property appraisal services.

Legal Consultant for Government Affairs and Public Procurement

Anna Zephro-Jost,	PO Box 313, Tonawanda, NY 14151	Tel:(716) 695-2505
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Corporate Attorneys

Charles C. Ritter, Jr. Esq.	2500 Main Place Tower, Buffalo, NY 14202	Tel: (716) 855-1111
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Auditor

Michael J. Songin CPA	8612 Main St., Williamsville, NY 14221	Tel: (716) 630-0606
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<u>Bank</u> Key Bank	55 Douglas Lane, East Aurora, NY 14052	Tel: (716) 652-6900
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Insurance carried by our firm:

Commercial General Liability (general aggregate limit applies per Policy)

- Each Occurrence: \$1,000,000
- Damage to Rented Premises \$100,000
- Medical Expenses: \$10,000
- Personal Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products: \$2,000,000

Automobile Liability: \$1,000,000

Cyber/Data Breach Liability: \$1,000,000

Umbrella Liability: \$5,000,000

NYS Worker's Compensation, Employers' Liability, and Disability Benefits Liability as required by law.



Meet Our Staff



Russ J. Scherrer, CAI, CAGA

Senior Auctioneer

Professional auctioneer, personal property appraiser, NY Real Estate Broker and lead contact and senior manager for all municipality auctions. Over 25 years of experience and a graduate of Missouri Auction School. Member in good standing with the National Auctioneers Association.

Education:

Missouri Auction School Graduate, 1988
CAI Graduate (Certified Auctioneers Institute)
AMI Graduate (Auction Marketing Institute)
CAGA Property Appraiser (Certified Appraisers Guild of America)
CAGA, Personal Property Appraiser Certification
CAGA, Real Estate Courses R1, R2 & R3
Cusack Real Estate & Sales Training Center
Real Estate Broker Course
Bryant & Stratton Business Institute, Business Management

Auctioneer Licenses:

Arizona, City of Buffalo, City of Niagara Falls, Connecticut, Delaware, Florida, Georgia, Indiana, Maryland, Massachusetts, New Hampshire, New York City, North Carolina, Ohio, Pennsylvania, Vermont, Virginia, West Virginia, South Carolina

Career Experience:

2016
Over \$46 Million generated through tax foreclosed real estate auctions sales

2015
Online auction website generated \$27,567,258.00 in revenue for municipal sellers liquidating their surplus assets

2006
Online auction website generated \$1,659,731.00 in revenue for municipal sellers liquidating their surplus assets

2002
Founded and incorporated Auctions International, Inc.
Cheektowaga, NY

1989
Founded and incorporated Scherrer Auctions
Buffalo, NY



Meet Our Staff



Richard J Klisiewicz III, AMM

Operations Manager/ Auctioneer

Professional auctioneer and member of the National Auctioneer's Association. 1 of 60 to complete the first AMM course offered through the NAA.

Directly oversees the day-to-day operations of the corporation, including; 20 full time employees, 6 Sales Representatives.

Oversees and manages the cutting edge marketing and methods utilized by Auctions International, Inc.

For real estate auctions, RJ assists the Senior Auctioneer in visiting each property, walking the property lines, measuring distances and from landmarks and intersections, staking and photo graphing auction parcels.

Works with GIS specialist and Live Auction specialist to compose tax catalogs and prepare for live auction event.

Direct contact for all real estate auction contracts.

Acts as an enthusiastic bid spotter and assistant auctioneer as well.

Education:

Currently completing the Real Estate Licensing Course (75 hour)

Auction Marketing Management (AMM)
Grand Rapids, MI- July 2016

BBA (Bachelors in Business Administration)
SUNY Alfred- May 2013

Missouri Auction School
Kansas City, MO

AAS (Associates in Applied Sciences)
SUNY Alfred- May 2011

Graduate with Honors
Silver Creek, NY- June 2009

Auctioneer Licenses:

Massachusetts, Maine

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Auction Sales 2006-2016 – Tax Sale Auction Totals in Red (Confidential Information)

2016 LIVE & ONLINE AUCTIONS TO DATE		
Date	Description	Gross Sales
1/31/2016	Online Auctions	\$ 2,171,422.00
2/28/2016	Online Auctions	\$ 1,659,491.00
3/31/2016	Online Auctions	\$ 2,611,798.00
4/15/2016	Live Auction- City of Niagara Falls Comm. Development	\$ 143,100.00
4/30/2016	Live Auction- Massachusetts OSD- Westborough	\$ 97,200.00
4/30/2016	Online Auctions	\$ 2,029,871.00
5/7/2016	Live Auction- State of Vermont Surplus	\$ 1,061,515.00
5/25/2016	Live Auction- Ontario County Tax Foreclosed Real Estate	\$ 401,225.00
5/31/2016	Online Auctions	\$ 3,361,288.00
6/18/2016	Live Auction- Washington County Tax Foreclosed Real Estate	\$ 902,200.00
6/30/2016	Live Auction- Cayuga County Tax Foreclosed Real Estate	\$ 573,150.00
6/30/2016	Online Auctions	\$ 3,126,853.00
7/8/2016	Live Auction- Massachusetts OSD-Ayer State Police	\$ 64,225.00
7/9/2016	Live Auction- Massachusetts OSD- Westborough	\$ 123,800.00
7/31/2016	Online Auctions	\$ 2,479,030.00
8/5/2016	Live Auction- Massachusetts OSD- Ayer State Police	\$ 72,875.00
8/6/2016	Live Auction- Massachusetts OSD- Norfolk DOC	\$ 18,900.00
8/13/2016	Live Auction- Niagara County Tax Foreclosed Real Estate	\$ 610,035.00
8/31/2016	Online Auctions	\$ 2,379,041.00
9/30/2016	Online Auctions	\$ 2,354,516.00
10/1/2016	Live Auction- Massachusetts DOT- Bridgewater	\$ 58,850.00
10/29/2016	Live Auction-Massachusetts DOT- Auburn	\$ 168,170.00
10/31/2016	Online Auctions	\$ 3,639,797.00
11/9/016	Live Auction- Cayuga County Tax Foreclosed Real Estate	\$ 232,500.00
11/18/2016	Live Auction-Massachusetts OSD- Ayer, State Police	\$ 56,650.00
11/19/2016	Live Auction- Massachusetts OSD- Westborough	\$ 69,000.00
11/29/2016	Online Auctions	\$ 3,333,700.00
12/10/2016	Live Auction- City of North Tonawanda Tax Foreclosed RE	\$ 348,600.00
12/13/2016	Live Auction- City of Lockport Tax Foreclosed Real Estate	\$ 290,000.00
12/17/2016	Live Auction- Massachusetts DOT- Bridgewater	\$ 91,450.00
2016 AUCTIONS TOTAL TO DATE		\$ 34,530,252.00

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2014 LIVE & ONLINE AUCTIONS TO DATE		
Date	Description	Gross Sales
1/31/2014	Online Auctions	\$1,404,277.50
2/28/2014	Online Auctions	\$950,357.00
3/25/2014	Live Auction - New York State DOT Industrial Liquidation	\$53,539.00
3/31/2014	Online Auctions	\$895,207.50
4/26/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	\$899,984.00
4/30/2014	Online Auctions	\$1,241,921.00
5/10/2014	Live Auction - State of Vermont Surplus Equipment	\$959,490.00
5/21/2014	Live Auction - Ontario County Tax Foreclosed Real Estate	\$834,110.00
5/31/2014	Live Auction - New York Power Authority Surplus Equipment	\$326,945.00
5/31/2014	Online Auctions	\$2,278,472.00
6/10/2014	Live Auction - City of Niagara Falls Tax Foreclosed Real Estate	\$2,004,575.00
6/14/2014	Live Auction - Washington County Tax Foreclosed Real Estate	\$770,375.00
6/20/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	\$57,975.00
6/30/2014	Online Auctions	\$1,807,469.00
7/28/2014	Live Auction - Cayuga County Tax Foreclosed Real Estate	\$259,000.00
7/28/2014	Live Auction - Niagara County Tax Foreclosed Real Estate	\$651,550.00
7/31/2014	Online Auctions	\$1,745,827.00
9/9/2014	Live Auction - City of Lockport, NY- Tax Foreclosed Real Estate	\$537,300.00
8/31/2014	Online Auctions	\$1,764,263.00
9/20/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	\$95,090.00
9/30/2014	Online Auctions	\$1,975,852.00
10/10/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	\$86,250.00
10/18/2014	Live Auction - City of Tonawanda, NY- Tax Foreclosed Real Estate	\$428,673.00
10/25/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	\$46,025.00
10/31/2014	Online Auctions	\$2,747,533.00
11/15/2014	Live Auction- New York Power Authority	\$152,325.00
11/30/2014	Online Auctions	\$1,699,566.00
12/3/2014	Live Auction- City of Niagara Falls Tax Foreclosed Real Estate	\$394,150.00
12/5/2014	Live Auction- State of Massachusetts OSD Surplus	\$60,225.00
12/6/2014	Live Auction- State of Massachusetts OSD Surplus	\$107,600.00
12/31/2014	Online Auctions	\$2,322,796.00
2014 AUCTIONS TOTAL TO DATE		\$29,558,722.00

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2013 LIVE & ONLINE AUCTIONS		
Date	Description	Gross Sales
1/31/2013	Online Auctions	\$1,228,814.50
2/28/2013	Online Auctions	\$915,526.00
3/31/2013	Online Auctions	\$1,313,355.50
4/30/2013	Online Auctions	\$1,589,301.00
5/31/2013	Online Auctions	\$1,539,628.50
6/30/2013	Online Auctions	\$1,434,793.50
7/31/2013	Online Auctions	\$1,449,582.00
6/1/2013	Live Auction - New York Power Authority Surplus Equipment	\$198,410.00
6/8/2013	Live Auction - State of Vermont Surplus Equipment	\$783,883.00
6/15/2013	Live Auction - Washington County Real Estate	\$723,300.00
6/22/2013	Live Auction - Chautauqua County Real Estate	\$1,269,625.00
8/31/2013	Online Auctions	\$1,300,429.00
8/17/2013	Live Auction - Niagara County Real Estate	\$1,140,675.00
8/28/2013	Live Auction - Cayuga County Real Estate	\$723,350.00
8/29/2013	Live Auction - City of North Tonawanda Real Estate	\$318,575.00
9/30/2013	Online Auctions	\$2,100,052.00
10/8/2013	Live Auction - City of Lockport Real Estate	\$346,500.00
10/12/2013	Live Auction - Town of Brookhaven Surplus Equipment	\$114,233.00
10/26/2013	Live Auction - New York Power Authority Surplus Equipment	\$416,105
10/31/2013	Online Auctions	\$2,371,613
11/8/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	\$97,825.00
11/9/2013	Live Auction - Town of Brookhaven Surplus Equipment	\$72,355.00
11/16/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	\$120,261.00
11/30/2013	Online Auctions	\$2,044,575.00
12/7/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	\$72,680.00
12/31/2013	Online Auctions	\$2,103,608.50
2013 AUCTIONS TOTAL		\$25,005,172.50

CONFIDENTIAL

COUNTY OF NASSAU

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

1. Name of the Entity: Auctions International, Inc.

Address: 11167 BigTree Rd

City, State and Zip Code: East Aurora, NY 14052

2. Entity's Vendor Identification Number: 32-0038079

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

☐ Ltd. Liability Co ☐ Closely Held Corp "C" 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):

Ross Scherrer - President
12152 Bennett State Rd
Silver Creek, NY 14136

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.

Ross Scherrer - 100% Shareholder

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: 12/19/16

Signed:

Print Name:

Title:

Russ Scherrer
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.

THIS AGREEMENT dated as of December 16, 2016 (together with the schedules, appendices, attachments and exhibits, if any, the "Agreement") between (i) NASSAU COUNTY, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "COUNTY"), acting on behalf of the Nassau County Treasurer, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) AUCTIONS INTERNATIONAL INC, 11167 Big Tree Road, East Aurora, New York 14052 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Department requires a real estate tax lien auctioneer to conduct its annual tax lien sale; and

WHEREAS, the Department issued a Request for Proposals (the "RFP") for qualified real estate tax lien auctioneers on November 4, 2016; and

WHEREAS, the Contractor was awarded a contract under the RFP to perform tax lien auctioneer services for the Department's 2017 tax lien sale; and

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; and

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 commence on February 21, 2017 and terminate on February 24, 2017, unless sooner terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, this Agreement may be renewed, at the County's sole discretion for one (1) additional one (1) day period on February 27, 2017, subject to the County's right of early termination as provided in this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of acting as Auctioneer for the Nassau County Annual Unpaid Property Tax Lien Sale to be held **February 21 – 24, 2017** in the **Legislative Chambers, First Floor, Theodore Roosevelt Executive and Legislative Office Building, 1550 Franklin Avenue, Mineola, New York 11501, with the potential of an additional sale date on February 27, 2017, if required.**

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement

shall not exceed TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00), payable at the completion of the 2016 Annual Nassau County Unpaid Property Tax Lien Sale.

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

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

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

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

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") (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to

conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted (b) 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 Section 87 of the New York State Public Officer's Law. 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.

(c) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(d) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the

property of the Department and may be disclosed only with the express permission of the Department or as required by law.

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.

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

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 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 three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) aggregate coverage, (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 (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, (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 Nassau County Treasurer (the "Treasurer"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Treasurer shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Treasurer.

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

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. 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 (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. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. 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 Treasurer at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

17. 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.

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.


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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals 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.

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

AUCTIONS INTERNATIONAL, INC.

By: 
Name: RUSS SCHERRER
Title: Agent, Senior Auctioneer
Date: 12/29/14

NASSAU COUNTY

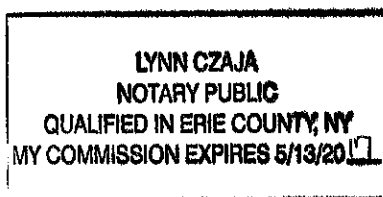
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

)ss.:

On the 19 day of December in the year 2016 before me personally came Russ Scherrer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Chautauque; that he or she is the President of Auctions International, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Lynn Gaja



)ss.:

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

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