

E-161-17

Contract ID: CQTR17000004**Department:** Treasurer**Capital:**

SERVICE: Online Tax Lien Auctioneer

NIFS ID #: CQTR17000004

NIFS Entry Date: 16-JUN-17

Term: from 01-AUG-17 to 31-JUL-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES# Local Law 11-2016

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Grant Street Group, Inc.	Vendor ID#: 232900536
Address: 339 Sixth Street, Suite 1400 Pittsburgh, PA 15222	Contact Person: Bryan Messina
	Phone: 412-391-5555 ext. 1322

Department:
Contact Name: Beaumont Jefferson
Address: Nassau County Treasurer 1 West Street, 1st floor Mineola, NY 11501 Phone: 516-571-5031

2017 JUL 13 AM 11:44
NASSAU COUNTY
CLERK OF SUPREMACY
RECEIVED

Routing Slip

Department	NIFS Entry: X	16-JUN-17 -- SLANDAU
Department	NIFS Approval: X	07-JUL-17 -- SLANDAU
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	10-JUL-17 -- RDALLEVA
OMB	NIFS Approval: X	10-JUL-17 -- JDIAS
County Atty.	Insurance Verification: X	07-JUL-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	07-JUL-17 -- DMCDERMOTT
Dep. CE	Approval: X	12-JUL-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	10-JUL-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Online tax lien auctioneer for the 2018 annual tax lien sale.
Method of Procurement: RFP # TR0925-1520
Procurement History: The Nassau County Treasurer's Office issues an RFP on an annual basis to procure tax lien auctioneer services. RFP # TR0925-1520 was issued in 2015 to solicit bids for an online tax lien auctioneer. Local law 11-2016 was enacted to change the County's Administrative Code to allow the sale of tax liens by online auction. Ordinance 175-2015 was passed on 11/23/15 to authorize administrative fees related to the tax lien sale.
Description of General Provisions: Payment Provision: Contractor will receive \$15.00 of the auction fee per tax lien sold. The department anticipates the sale of approximately 4,500 tax liens for the 2018 sale, amounting to a total payment of \$67,500. Fees include development costs, interfaces, auctioneer service, and reconciliation. Payment terms for previous contracts for live auctioneer services were an agreed-upon flat fee. Partial Encumbrance: Contractor acknowledges that the County will partially encumber funds to be applied toward Payments throughout the term of this Agreement. Contractor further acknowledges that there shall be no encumbrance under this Agreement. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
Impact on Funding / Price Analysis: N/A
Change in Contract from Prior Procurement: The current contract is for online tax lien auctioneer services. All previous tax lien auctioneer contracts were for live auctioneer services.
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue			DE500	\$ 0.01
Control:	TRGEN	Contract:				\$ 0.00
Resp:	1600	County	\$ 0.01			\$ 0.00
Object:	DE	Federal	\$ 0.00			\$ 0.00
Transaction:	500	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						



Nassau County Interim Finance Authority

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

1. **Vendor:** Grant Street Group, Inc.

2. **Dollar amount requiring NIFA approval:** \$.01

Amount to be encumbered: \$.01

This is a New

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

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

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

3. **Contract Term:** 8/1/17 - 7/31/18

Has work or services on this contract commenced? N

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Online tax lien auctioneer for the 2018 annual tax lien sale.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA

10-JUL-17

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TREASURER'S OFFICE AND GRANT STREET GROUP, INC.

WHEREAS, the County has negotiated a personal services agreement with Grant Street Group, Inc., to provide hosting and administration for an online auction platform, 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 Grant Street Group, 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: Grant Street Group, Inc.

CONTRACTOR ADDRESS: 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

FEDERAL TAX ID #: 23-2900536

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 September 25, 2015. 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 October 16, 2015. Three (3) proposals were received and evaluated. The evaluation committee consisted of six (6) people: **Treasurer's Office:** Beaumont Jefferson, Rolando Fernando, Mari Lomino, Joanne Breglia; **County Attorney:** Nicholas Sarandis; **Information Technology:** Mark MacArthur. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

6/16/2017
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. 03/16 3

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?

Grant Street Group and/or its Corporate Officers have not made any political contributions

in New York.

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: Grant Street Group

Dated: 6/6/17

Signed: Daniel J. Veres

Print Name: Daniel J. Veres

Title: Executive Vice President

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 Daniel J. Veres
Date of birth 07 / 30 / 1961
Home address 10210 Grubbs Road
City/state/zip Wexford, PA 15090
Business address 339 Sixth Avenue, Suite 1400
City/state/zip Pittsburgh, PA 15222
Telephone 412-391-5555
Other present address(es) _____
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 05 / 16 / 1997
Chief Exec. Officer ____/____/____ Secretary 05 / 16 / 1997
Chief Financial Officer ____/____/____ Partner 05 / 16 / 1997

Executive Vice President 05 / 16 / 1997 ____/____/____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. 50% equity owner
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X;
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 X
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: N/A
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 X 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 X 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 X 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 X If Yes, provide details for each such year.

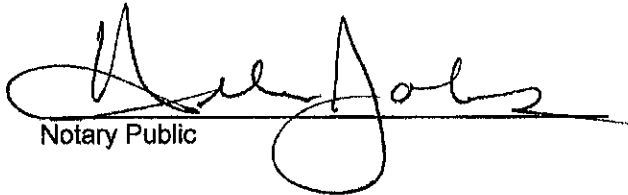
CERTIFICATION

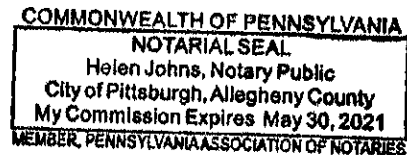
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Daniel J. Veres, 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.

State of Pennsylvania
County of Allegheny
Sworn to before me this 6th day of June

2017


Notary Public



Grant Street Group, Inc.
Name of submitting business

Daniel J. Veres
Print name


Signature

Executive Vice President
Title

06 / 06 / 2017
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 Myles C. Harrington
Date of birth 01 / 03 / 1959
Home address 250 McKinney Road
City/state/zip Wexford, PA 15090
Business address 339 Sixth Avenue, Suite 1400
City/state/zip Pittsburgh, PA 15222
Telephone 412-391-5555
Other present address(es) _____
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 05 / 16 / 1997 Treasurer 05 / 16 / 1997
Chairman of Board 05 / 16 / 1997 Shareholder 05 / 16 / 1997
Chief Exec. Officer 05 / 16 / 1997 Secretary / /
Chief Financial Officer / / Partner 05 / 16 / 1997
Vice President / / / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 50% equity owner
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X ;
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 X
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: N/A
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 X 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 X 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 X 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 X If Yes, provide details for each such year.

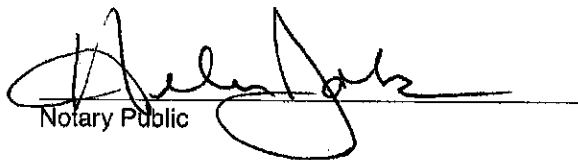
CERTIFICATION

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, Myles C. Harrington, 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.

State of Pennsylvania
County of Allegheny

Sworn to before me this 6th day of June 2017


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Helen Johns, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 30, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Grant Street Group, Inc.
Name of submitting business

Myles C. Harrington
Print name


Signature

President
Title

06 / 06 / 2017
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 William K. Haskins
Date of birth 08 / 14 / 1958
Home address 3908 Ashland Court
City/state/zip Allison Park, PA 15101
Business address 339 Sixth Avenue, Suite 1400
City/state/zip Pittsburgh, PA 15222
Telephone 412-391-5555
Other present address(es) _____
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 06 / 21 / 1999 Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X;
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 X
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: N/A
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X 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 X 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 X 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 X 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.) N/A
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X If Yes, provide details for each such conviction.

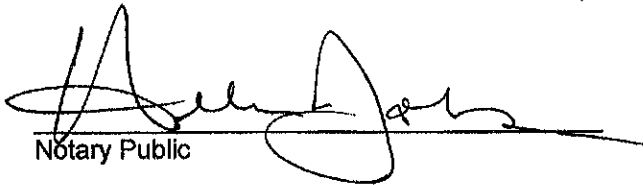
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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.

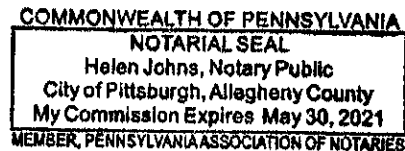
CERTIFICATION

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, William K. Haskins, 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.

State of Pennsylvania
County of Allegheny
Sworn to before me this 6th day of June 2017


Notary Public



Grant Street Group, Inc.
Name of submitting business

William K. Haskins
Print name


Signature

Chief Financial Officer
Title

06 / 06 / 2017
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: June 6, 2017

1) Proposer's Legal Name: Grant Street Group, Inc.

2) Address of Place of Business: 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

List all other business addresses used within last five years:

1800 Allegheny Building, 429 Forbes Avenue, Pittsburgh, PA 15219

3) Mailing Address (if different): _____

Phone : 412-391-5555

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: DUNS: 01-971-9850

5) Federal I.D. Number: 23-2900536

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership X
Corporation _____ Other (Describe) _____

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

Yes _____ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No X 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 _____

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. _____

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. _____

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. _____

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. _____

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.
Grant Street Group would not enter into any material financial relationship or hire any prospective employee that would result in a conflict of interest with Nassau County.

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

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.

- B. Indicate number of years in business. See attached Business History Form

- 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 Business History Form

- 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 Brevard County Tax Collector

Contact Person Lisa Cullen, Tax Collector

Address Government Complex North, 400 South Street, 6th Floor

City/State Titusville, FL 32780-7610

Telephone 321-264-6930

Fax # (321) 264-6919

E-Mail Address lisa.cullen@brevardtc.com

Company City of Baltimore
Contact Person Janice Simmons, Chief, Bureau of Revenue Collections
Address 200 Holliday Street
City/State Baltimore, MD 21202-3618
Telephone 410-396-3961
Fax # 410-244-7355
E-Mail Address janice.simmons@baltimorecity.gov

Company Broward County
Contact Person Claudio Manicone, Operations Manager
Address Records, Taxes and Treasury Division, 115 S. Andrews Ave., Room 218
City/State Fort Lauderdale, FL 33301-1817
Telephone 954-357-8638
Fax # 954-357-5731
E-Mail Address cmanicone@broward.org

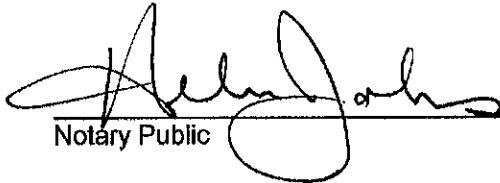
CERTIFICATION

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I, Daniel J. Veres, 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.

State of Pennsylvania
County of Allegheny
Sworn to before me this 6th day of June

2017


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Helen Johns, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 30, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Name of submitting business: Grant Street Group, Inc.

By: Daniel J. Veres
Daniel J. Veres
Print name
Signature

Executive Vice President

Title

06 / 06 / 2017
Date

BUSINESS HISTORY FORM SECTION A - C

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.

In 1997, Grant Street Group revolutionized the world of fixed income securities by hosting the world's first online bond auction for the City of Pittsburgh, Pennsylvania. Today, we develop, host, and administer customized software applications used by government entities and financial institutions to support a variety of financial transactions related to revenue collection, auctions of fixed income and legal instruments, and e-payments. We use the Software as a Service (SaaS) model to provide our clients access to the latest technology from any location with internet access – which saves them time, money, and staff resources.

In December 2000, the US Patent and Trademark Office awarded Grant Street principals Myles Harrington and Dan Veres a patent on the methodology that is used to auction tax certificates and other types of fixed income financial instruments online.

In 2004, Grant Street hosted the country's first-ever online tax lien auctions for four counties in the State of Florida, including Miami-Dade County, using our LienAuction platform and patented methodology. To date, we have hosted 250 tax lien auctions for 26 Florida Tax Collectors, 3 Arizona Treasurers and the City of Baltimore, Maryland. These 30 clients have sold 2 million liens representing a total face value of \$6.5 billion using LienAuction websites.

Grant Street Group serves thousands of clients nationwide. Our clients include:

- Government Agencies
- Tax Collectors
- State and County Treasurers
- Financial Institutions
- Financial Advisors
- Municipalities
- Clerks of the Courts
- Associations

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

- i) **Date of formation; May 16, 1997**
- ii) **Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;**

Myles C. Harrington, President, and Daniel J. Veres, Executive Vice-President, are the sole owners of the company.

Myles C. Harrington, President
339 Sixth Avenue, Suite 1400
Pittsburgh, PA 15222

Daniel J. Veres, Executive Vice-President
339 Sixth Avenue, Suite 1400
Pittsburgh, PA 15222

III) Name, address and position of all officers and directors of the company;

Myles C. Harrington, Chief Executive Officer
Daniel J. Veres, Chief Operating Officer
William K. Haskins, Chief Financial Officer

Corporate Headquarters
339 Sixth Avenue, Suite 1400
Pittsburgh, PA 15222
Main phone: 412-391-5555

IV) State of incorporation (if applicable); Pennsylvania

V) The number of employees in the firm; 175

VI) Annual revenue of firm; Gross revenue of approximately \$50M. Please refer to Grant Street Group's confidential audited financial statements included with our RFP response.

VII) Summary of relevant accomplishments In 1997, Grant Street revolutionized the world of fixed income securities by hosting the world's first online bond auction for the City of Pittsburgh, Pennsylvania. Over the next few years, Grant Street evolved into a financial software firm specializing in hosted Internet applications, principally for state and local governments.

In 2004, Grant Street hosted the country's first-ever online tax lien auctions for four counties in the State of Florida, including Miami-Dade County, using our LienAuction platform and patented methodology. To date, we have hosted 250 tax lien auctions for 26 Florida Tax Collectors, 3 Arizona Treasurers and the City of Baltimore, Maryland. These 30 clients have sold 2 million liens representing a total face value of \$6.5 billion using LienAuction web sites.

In December 2000, the US Patent and Trademark Office awarded Grant Street principals Myles Harrington and Dan Veres a patent on the methodology that is used to auction tax liens and other types of fixed income financial instruments online.

Since hosting our first auction, over 6,800 clients have used our software to process financial transactions exceeding \$12.7 trillion.

VIII) Copies of all state and local licenses and permits. A copy of our Commonwealth of Pennsylvania Business Certification is included below.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

January 26, 2017

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY, That from an examination of the indices and Records of this Department, it appears that on May 16, 1997 Articles of Incorporation were filed pursuant to the laws of the Commonwealth of Pennsylvania, whereby GRANT STREET GROUP, INC. is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY, That this shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Pedro A. Contes

Secretary of the Commonwealth

Certificate Number: JTC0170123TC0559-1

Verify this certificate online at <https://www.corporations.pa.gov/order/verify>

B. Indicate number of years in business. 20 years

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

Grant Street Group has hosted online auctions of financial and legal instruments with a value exceeding \$12 trillion — making us the world's largest auction house. Examples of instruments we auction include Treasury, agency and municipal bonds and notes, stock, warrants, options, certificates of deposit, guaranteed investment contracts, swaps, tax liens, tax credits, auction rate securities, deeds and foreclosures.

LienAuction Clients

We have over 11 years of experience building and operating tax lien auction web sites for government entities. We currently have 26 LienAuction clients with two million liens and \$6.5 billion in face value sold since 2004.

Security

Grant Street's Software Infrastructure provides a highly secure environment for the County's Tax Lien auctions and adheres to ISO and PCI compliance.

Instant Access to Results

Immediate access to auction results with customizable reporting functionality.

Support During the Auction and Beyond

Grant Street Group provides live telephone support during active auctions. Users can contact our LienAuction Support Center for assistance during the auction process.

Partnering with Grant Street Group will simplify the entire auction process for the County - relieving the burden on your staff by automating time-consuming, error-prone manual tasks.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Grant Street Group, Inc.

Address: 339 Sixth Avenue, Suite 1400

City, State and Zip Code: Pittsburgh, PA 15222

2. Entity's Vendor Identification Number: _____

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

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ S-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):

Myles C. Harrington, Director-50% Shareholder, President/CEO/Treasurer, 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

Daniel J. Veres, Director-50% Shareholder, Executive Vice President/COO/Secretary, 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

William K. Haskins, Chief Financial Officer, 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

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.

Myles C. Harrington, 50% Shareholder, 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

Daniel J. Veres, 50% Shareholder, 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222

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.

N/A

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

N/A

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

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

Dated: 6/6/17

Signed: Daniel J. Veres

Print Name: Daniel J. Veres

Title: Executive Vice President

Page 4 of 4

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into as of the date that this Agreement is last executed by the parties hereto (the "Effective Date"), by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Treasurer, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Grant Street Group, Inc. a Pennsylvania corporation, having its principal office at 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222-2517 (the "Contractor").

WITNESSETH:

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

WHEREAS, the County currently conducts the Nassau County Annual Real Property Tax Lien Sale in person and not online; and

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

WHEREAS, Nassau County Ordinance No. 175-2015 allows a tax certificate issue fee of \$20.00 per lien purchased; and

WHEREAS, the County desires to retain a qualified real estate tax lien auctioneer to (1) host and administer a competitive online tax lien auction system to collect delinquent real estate taxes through the sale of tax liens (the "Services"); and

WHEREAS, the County sought to procure the Services and has solicited vendors through the issuance of Request for Proposals # TR0925-1520 on September 25, 2015 (the "RFP"); and

WHEREAS, the Contractor responded to the RFP on October 15, 2015; and

WHEREAS, two (2) other potential vendors responded to the RFP; and

WHEREAS, the Contractor was awarded a contract on January 11, 2017; and

WHEREAS, the Nassau County Annual Real Property Tax Lien sale will occur from February 21, 2017 to February 24, 2017 (the "2017 Tax Lien Auction"); and

WHEREAS, the 2017 Tax Lien Auction will not be conducted online; and

WHEREAS, the County desires to transition to an online tax lien auction in 2018; and

WHEREAS, the County desires that Contractor conduct a tax-lien sale replication from the data compiled from the 2017 Tax Lien Auction in preparation for the County's transition to online tax lien auctions in 2018; 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 commence on the Effective Date and shall terminate on the date that is the one (1) year anniversary of the Effective Date, unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed by mutual written agreement of the parties, on the same terms and conditions, for two (2) additional one (1) year periods. Any renewal term is subject to the County's right of early termination as provided in this Agreement.

2. Services. The Services to be provided by the Contractor under this Agreement shall consist of the hosting and administration of an online auction platform, including the customized software applications and website for such platform. Specifically, Contractor shall provide Services relating to the hosting and administration of an internet-based auction platform for the sale of tax liens on delinquent real estate taxes via Nassau County Annual Real Property Tax Lien Sale with an auction website capable of (a) tax sale buyer registration and payment; (b) tax sale buyer bidding on delinquent taxes; (c) awarding to the lowest bidder; and (d) creating reports and payment settlements (collectively referred to herein as the "Auction Website" or "Website"). Contractor shall interface the Auction Website with the County's proprietary tax system, furnish all labor, materials, equipment products, tools, transportation, supplies required to perform Services, except as otherwise specifically set forth in this Agreement. The Services are more fully described in the Statement of Work and Functional Specifications annexed hereto as Exhibit A and Exhibit B respectively. Notwithstanding the generality of the foregoing, Contractor shall perform a tax-lien sale replication on the Auction Website with the data obtained from the 2017 Tax Lien Auction for the County. During the Term of the Agreement, the County shall conduct each Nassau County Annual Real Property Tax Lien Sale using the Auction Website.

3. Payment.

(a) Amount of Consideration. The value of this Agreement is variable and dependent upon the number of liens sold at the Nassau County Annual Real Property Tax Lien Sale. The system will be

funded through an auction fee (the "Auction Fee"), included in the tax sale lien amount, for each lien sold at the Nassau County Annual Real Property Tax Lien Sale. The Auction Fee is prescribed by Nassau County Ordinance No. 175-2015. The Auction Fee for the 2018 tax lien auction is \$20.00, though the fee may change in accordance with applicable law for 2018 or any subsequent year; provided that the County shall provide for an Auction Fee sufficient to pay the Contractor's Fee (\$15.00) described below. The Contractor will receive Fifteen Dollars (\$15.00) of the Auction Fee per tax lien sold (the "Contractor's Fee"), irrespective of whether the Auction Fee is changed. The Contractor's Fee shall be Contractor's sole source of payment for the Contractor's services rendered under this Agreement, including payment for the development (including the tax-lien sale replication) / implementation / hosting / administration of the Platform, and the Contractor will have no right to seek payment from the County from any source other than from the Auction Fee. Based on prior sales, the Department anticipates that the sale of approximately 4,500 tax liens for the 2018 tax lien sale.

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

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

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

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

4. Independent Contractor. The Contractor is an independent contractor of the County and will not be deemed a partner or joint venture 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 Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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 by the County in its reasonable discretion. Contractor has the right to cure such breach within thirty (30) days of receipt of written notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement by written notice as well as exercise any other rights available to the County under applicable law.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor shall maintain individual records for each service and/or test conducted and shall be kept and maintained in a confidential manner as described herein. The Contractor acknowledges that Contractor information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall provide the Contractor with adequate written notice of such request prior to disclosure of the Information so that the Contractor may seek a protective order or take such other action as it deems appropriate.

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

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

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

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

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

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

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

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. License

(a) On April 21, 2009, the United States Patent and Trademark Office issued to Contractor U.S. Patent No. 7523063 (the "'063 Patent'"), which applies to services to be provided by Contractor hereunder (i.e., the auctioning of tax certificates, the ("Auction Services")). In consideration for the fees and during the term of this Agreement, Contractor is to earn under this Agreement for the Auction Services, Contractor hereby grants to County a non-transferable, non-exclusive license to the methods described in the '063 Patent for use in connection with County's sale by auction of tax certificates

using the Website as described in Exhibits A and B. This license shall expire upon the termination of this Agreement. Contractor warrants and represents full ownership of the '063 Patent and the authority to license such Patent to the County hereunder. (the "Product Warranty"). Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty pursuant to Section 17 of this Agreement. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

10. Limited Warranty

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions or willful misconduct of the Contractor or a Contractor Agent, or a material breach by Contractor of its obligations hereunder regardless of whether due to Contractor's negligence, fault, or default hereunder, including Losses in connection with any threatened investigation, litigation or other

proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the acts or omissions of the County.

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

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

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

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

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

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

12. Insurance.

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

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

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

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

14. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, subject to the County's payment of Contractor's reasonable implementation costs in the event such termination occurs prior to the 2018 Tax Lien Auction, (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 material breach of this Agreement, including without limitation the failure of Contractor to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered, where Contractor fails to cure such breach within 30 days of receiving written notice from County of such breach; and (ii) the termination or impending termination of federal or state funding for the Services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor upon the County's material breach of the Agreement, where County fails to cure such breach within 30 days of receiving written notice from Contractor of such breach. This Agreement also 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, provide County with reasonable assistance to facilitate County's retrieval of data related to County's auctions that may be stored on the Website. As part of such assistance, during the 90-day period immediately following the termination of the Agreement, Contractor will make the Website, and the data stored thereon, available to County for the sole purpose of permitting County to retrieve data relating to the auctions conducted on the Website. After such 90-day period, the Website will be taken offline and will no longer be available. Further, Contractor shall 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 during the ninety (90) day period immediately following the termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection, upon reasonable prior notice and during regular business hours, by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. Intellectual Property Rights.

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

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

(c) Contractor Property or Works. Contractor shall own all rights, title and interest in and to all of its software applications and the related source code including copyright, trade secret, patent, trademark and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations or other variations thereof (the "Software"). This Agreement does not transfer to County under any circumstances any of Contractor's ownership rights in the Software. County will have a non-exclusive, non-transferable license for the term specified in the Contract to use such Software subject to the terms and conditions of the Agreement.

17. Patent/Copyright Claims.

(a) Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), judgments, liabilities and costs which may be finally assessed against the County in any action or claim for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right, with respect to the Website (including without limitation the online auction platform

and the customized software applications and website for such platform) ("Infringement Claim"), provided that the County shall give the Contractor: (i) prompt written notice of such Infringement Claim, (ii) the opportunity and sole authority to defend such Infringement Claim at Contractor's sole expense, and (iii) information, cooperation, and assistance in the defense of any such action at the expense of Contractor. The County may participate in the defense of any Infringement Claim, with attorneys of its choosing, at its own cost and expense.

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

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

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

18. Compliance with Security and Confidentiality Requirements.

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

projects initiated.

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) two (2) years of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

22. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, (iii) overnight delivery via a nationally recognized courier service, or (iv) email to an email address provided by the party for such purpose, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed, one (1) business

day after it is released to a courier service, or upon receipt by email, as applicable, and (d)(i) if to the Department, to the attention of the Treasurer at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

23. All Legal Provisions Deemed Included; Severability; Supremacy.

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

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

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

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

24. Force Majeure: Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

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

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

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

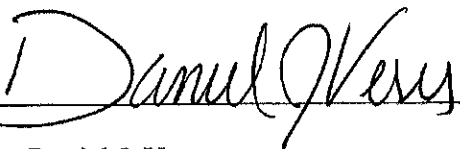
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

28. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. There are no promises, understandings, or agreements of any kind pertaining to this Agreement other than those expressly stated herein. This Agreement may not be modified, altered, or amended except by written instrument duly executed by the parties hereto. There are no intended third party beneficiaries to this Agreement.

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

GRANT STREET GROUP, INC.

By: 

Name: Daniel J. Veres

Title: Executive Vice President

Date: June 6, 2017

NASSAU COUNTY

By: _____

Name: _____


Title: Deputy County Executive


Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)ss.:

On the 6th day of June in the year 2017 before me personally came Daniel J. Veres to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Allegheny; that he or she is the Executive Vice President of Grant Street Group, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


SIGNATURE OF AFFIANT


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Helen Johns, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 30, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

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

NOTARY PUBLIC

Exhibit A

Statement of Work

Online Tax Certificate Auctions (LienAuction®)

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

Auction Website Development

1. Grant Street will provide County with a project manager and a team of personnel responsible for online auction administration.
2. Grant Street will work with County to determine the development timeline and gather information required to build the Website.
3. Grant Street will brand the Website to match the look and feel of County's primary website. The Website will be used to make information available to bidders and conduct online auctions.
4. Grant Street will populate the Website with information provided by County:
 - a. Documentation on County's tax certificate auctions and other business processes related to delinquent real estate taxes
 - b. Specific to each tax certificate auction:
 - i. The list of properties with delinquent taxes (typically referred to as an advertising list)
 - ii. Data on bidders who participated in previous auctions
 - iii. Sources of additional data (tax records, property appraiser's website and links to GIS maps, if available).
5. Grant Street will make a version of the Website available to County for review and training prior to making the Website available to the public.
6. Grant Street will make the Website available to the public for the first time on a date agreed upon by County. After that time the Website will be available to users on an ongoing basis.
7. Grant Street will provide training for bidders including an online auction demo, practice auctions and an on-site bidder orientation session (at the request of the County).

Tax Certificate Auction Administration

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

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

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

7. After each auction, Grant Street will make available to County data files with information required to load sale results to County's internal software. These data files will be built to County specification.
8. Grant Street will mark auction results as "final" on the Website following County review and approval.

User Support

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

Exhibit B

Functional Specifications

Website Hosting and Security

Grant Street will host the Website.

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

Grant Street will use industry-standard information security best practices, designed to meet or exceed the requirements of the various legal and regulatory specifications to which Grant Street is subject. Grant Street's information security framework will undergo annual third-party assessment as part of Grant Street's ISO 27002:2013 compliance program.

User Roles and Functions

The Website will have the following user roles and permissions:

General Public:

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

Bidder (user who registers to enter the Website):

1. View an archive of auctions previously conducted on the Website
2. View a demo of the Website
3. Participate in a trial auction to practice using the Website
4. Enter an active auction and:
 - a. View a summary of auction information including sale format and batch schedule

- b. Complete steps required before submitting bids including submitting a W-9 or W-8 form, setting a Budget amount and paying a security deposit
- c. Review and modify registrant information
- d. Create and administer a Bidding Group (if enabled by the County)
- e. Search the list of available certificates based on data loaded to the Website
- f. Create and download custom reports using data loaded to the Website
- g. After completing required steps, save and submit bids on available certificates
- h. Upload bids
- i. View auction results as released following the close of each batch in the auction

Administrator (employee(s) identified by County):

1. View an administrative dashboard with information on certificates, bidders, payments and auction results
2. View the registrant information submitted by each bidder
3. View the W-9 form submitted by each bidder
4. View a summary of auction activity for each bidder
5. View and download a report showing the balances due for all bidders
6. View and download a report showing all payment activity for all bidders
7. View and download a report detailing ACH activity for each day
8. View and download a report detailing any ACH returns
9. View a summary of auction results comparing the current sale to previous tax certificate sales
10. View results data for each batch in an auction
11. View and download post-sale data files used to load County's internal tax system and/or accounting system
12. Electronically issue ACH refunds of unused deposits
13. Securely upload files to be delivered to Grant Street (e.g., bidder data) or download files posted by Grant Street via a data exchange feature

Payment Processing

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

Transaction Processing

Grant Street utilizes a secure exchange of payment information with First Data. Bidders enter account and routing numbers on the auction Website. Routing numbers are validated on entry.

Account numbers must be entered twice and are “masked” on entry (to prevent a user from copying one line to complete the next).

- Transaction data is transmitted to First Data via a web services interface as a SOAP request (XML over HTTPS).
- First Data returns a unique confirmation number for each transaction, which is referenced for future actions such as voids or refunds.
- First Data screens incoming data for a number of conditions including possible duplicate payment, use of valid routing number and use of conforming account number format.
- County can issue refunds of unused deposits electronically using the auction Website. Permission to issue refunds is only granted to the administrative users designated by County. Refund data is transmitted to First Data referencing the confirmation numbers for each transaction, so refund amounts cannot exceed the original payment amount and ad hoc refunds can't be created.

Funding and Reconciliation

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

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

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

Myles C. Harrington (Name)

339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222 (Address)

412-391-5555 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Permittee 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. Permittee 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.

June 22, 2017

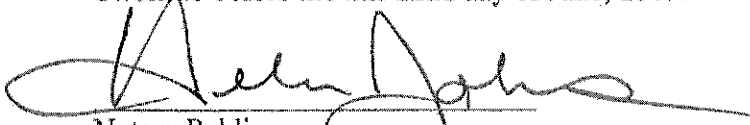
Dated:

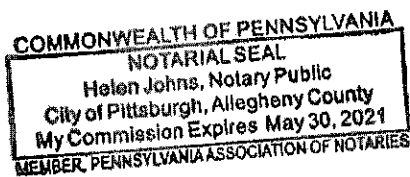

Signature of Chief Executive Officer

Myles C. Harrington

Name of Chief Executive Officer

Sworn to before me this 22nd day of June, 2017.


Notary Public





CERTIFICATE OF LIABILITY INSURANCE

GRANT-1

OP ID: JK

DATE (MM/DD/YYYY)

06/07/2017

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

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PRODUCER P C P & B Inc. 15 Garrett Avenue Rosemont, PA 19010	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Grant Street Group 339 Sixth Avenue #1400 Pittsburgh, PA 15222	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Northern Insurance	20303
	INSURER B: Chubb Indemnity Insurance Co.	12777
	INSURER C: Federal Insurance Company	20281
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		36026620	06/25/2016	06/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73589395	06/25/2016	06/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79890648	06/25/2016	06/25/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71746978	06/15/2016	06/15/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County Treasurer is included as Additional Insured with respect to the General Liability when required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

NASSRE Nassau County, New York Nassau County Treasurer 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2017

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

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

PRODUCER Domenick & Associates 325 Chestnut Street Suite 916 Philadelphia PA 19106-	CONTACT NAME: Chris Garrity PHONE (A/C No. Ext): (215) 629-5701 FAX (A/C No.): (215) 629-5707 E-MAIL: cgarrity@domenick.com ADDRESS: cgarrrity@domenick.com
INSURED Grant Street Group 339 Sixth Avenue Suite 1400 Pittsburgh PA 15222-	INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Specialty Insurance Co. NAIC# 37079 INSURER B: National Union Fire/Pittsburgh 19445 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology E&O		EMI711605	06/15/2016	06/15/2017	Each Occurrence 2,000,000
B	Cyber Liability		01-793-76-76	09/15/2016	09/15/2017	Each Occurrence 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

() - () - Nassau County, New York Nassau County Treasurer 1 West Street Mineola NY 11501-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Christopher A. Garrity</i>
---	--

ACORD 25 (2010/05)
INS025 (201005).01

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CERTIFICATE OF LIABILITY INSURANCE

GRANT-1

OP ID: JK

DATE (MM/DD/YYYY)
06/07/2017

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PRODUCER
P C P & B Inc.
15 Garrett Avenue
Rosemont, PA 19010

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great Northern Insurance

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INSURER C: Federal Insurance Company

20281

INSURER D:

INSURER E:

INSURER F:

INSURED
Grant Street Group
339 Sixth Avenue #1400
Pittsburgh, PA 15222

COVERAGES

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C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73589395	06/25/2016	06/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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CERTIFICATE HOLDER

CANCELLATION

NASSTRE

Nassau County, New York
Nassau County Treasurer
1 West Street
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			///	///	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			///	///	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		///	///	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

() - () - Nassau County, New York Nassau County Treasurer 1 West Street Mineola NY 11501-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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