TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for INTERNET TAX LIEN AUCTION SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on June 28, 2012 (Eff. 07/01/12).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

BW/at  
Attach

Copy to: Office of Procurement Services  
Arthur Trujillo, Treasurer Office

(Please remove Serial 05179-RFP from your contract notebooks)
CONTRACT PURSUANT TO RFP

This Contract is entered into this 28th day of June, 2012 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Grant Street Group Inc., a Pennsylvania Corporation (“Contractor”) for the purchase of Tax Lien Auction Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of three (3) years, beginning on the 1st day of July, 2012 and ending the 30th day of June, 2018.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional one (1) year terms up to a maximum of three (3) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration or annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”

3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
• Quantity
• Contract Item number(s)
• Description of service provided
• Pricing per unit of service
• Extended price
• Mileage w/rate (if applicable)
• Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents,
representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers’ Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers’ Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor’s work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each
occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers’ Compensation and Employer’s Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor’s insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.
6.2.13.3 In the event any insurance policy (ies) required by this Contract is (are) written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

6.2.13.4 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 INSPECTION OF SERVICES:

6.3.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.3.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.3.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

   6.3.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

   6.3.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.3.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

   6.3.4.1 By Contract or otherwise, perform the services and charge to the Contractor any excess costs incurred by County that is directly related to the performance of such service; or

   6.3.4.2 Terminate the Contract for default.

6.4 PROCUREMENT CARD:

The County may determine to use a MasterCard Procurement Card, to make payment under the Contract.

6.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494
6.6 REQUIREMENTS CONTRACT:

6.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.6.3 Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.8 TERMINATION FOR DEFAULT:

6.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.9 TERMINATION BY THE COUNTY:
If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day’s written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.10  STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11  OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12  ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13  RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.14  SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.15  AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.16  ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:
6.16.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.16.2 If the Contractor’s books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the costs it incurs as a result of services not so adequately supported and documented.

6.16.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to: Maricopa County.

6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 ALTERNATIVE DISPUTE RESOLUTION:

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys’ fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.22 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.23 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE)

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of $AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.24 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA’s)

County currently holds ICPA’s with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
6.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee’s employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County’s intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.27 CONTRACTOR LICENSE REQUIREMENT:

6.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain...
licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.28 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.28.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.28.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.28.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.28.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.28.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.28.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.28.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.29 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.30 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.31 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor’s license agreement, if applicable, the terms of this Contract shall prevail.

6.32 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:
6.32.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.32.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.33 FORCE MAJEURE

Delay in performance, or non-performance, of any obligation contained herein shall be excused to the extent such delay or non-performance is caused by “force majeure”. For purposes of this Agreement, the term “force majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation under this Agreement which is beyond the reasonable control or foreseeability of such party, including, without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, internet outages, internet traffic slowdowns (including any internet transmission problems incurred by either Client’s or GSG’s internet service provider), down computer networks, down hardware (including, without limitation, those caused by head crashes, operating system hang-ups, and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages.

Upon notice of a force majeure, the party whose performance under this Agreement is affected thereby, shall:

6.33.1 promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and

6.33.2 use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

6.34 CONFIDENTIALITY

It is expressly understood and agreed that information provided by GSG pursuant to this Agreement including, without limitation, all materials, information, documentation and technology relating to, for example:

6.34.1 software used to develop the Web Site;
6.34.2 software used to operate the Web Site;
6.34.3 the public and non-public pages of the Web Site, including, without limitation, the security and/or technical aspects of the Web Site; and
6.34.4 the development and/or operation of an electronic platform for selling and/or auctioning financial instruments such as, for example, tax certificates and tax deeds, (hereinafter collectively referred to as “Confidential Information”) constitute valuable proprietary information and trade secrets of GSG which embody GSG’s substantial creative efforts and confidential information, ideas and expressions. Client hereby agrees to hold all Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Confidential Information and other materials designated by GSG as confidential. Such reasonably necessary steps shall include, without limitation,

6.34.5 refraining from taking any action in derogation of GSG’s ownership rights in the Confidential Information;
6.34.6 taking actions no less than those taken by Client to protect its own or a third party’s confidential information within Client’s control and/or possession; and/or
6.34.7 Client not disclosing or otherwise making available the Confidential Information, in any form, to any person except to those employees of Client who:
   a. need access to the Confidential Information to facilitate Client’s authorized use of the Web Site, and
   b. are aware of, and agree to the confidential obligations of this Agreement.
6.34.8 Nothing herein shall be construed, however, to prohibit Client from making any disclosures required of Client pursuant to applicable law, or any legal process or request from any governmental authority having jurisdiction over Client, provided however that, to the extent legally permissible, prior to any such disclosure, Client provides adequate notice to GSG in order to enable GSG to seek any appropriate protective order.
6.34.9 Client agrees to exercise reasonable care to prohibit Client’s employees, agents and/or service providers from taking any action otherwise prohibited of Client under this Agreement, and to notify GSG promptly and in writing of the circumstances surrounding any possession, use or knowledge of Confidential Information, or any part thereof, known to Client which is prohibited hereunder.
6.34.10 Client acknowledges that, any breach of the obligations of this Section, will result in GSG suffering irreparable harm, which may not be adequately compensated by monetary damages. Accordingly, in the event of a breach of the confidential obligations of this Section, Client agrees that GSG may seek monetary damages; and/or may seek equitable relief to enjoin such breach, the latter equitable remedy of which Client hereby agrees not to oppose.
6.34.11 Each party agrees to treat the confidentiality of any non-public information received via the Web Site from Third Party Users, including, without limitation, Third Party Users’ deposit amounts, social security numbers, and non-public federal tax identification numbers, in accordance with applicable law and the “Privacy Policy” set forth on the Web Site.
6.34.12 GSG’s employees, who provide Administrative Services for Client’s Tax Certificate auction hosted by GSG pursuant to this Agreement, are prohibited from bidding in such an auction, and from disclosing to any unauthorized party confidential bids made during such an auction.
6.34.13 The format in which GSG stores data provided by Client and Third Party Users is GSG Confidential Information. Client’s retrieval and use of the data compiled by GSG on the Web Site is limited to Client’s internal use of such data; and, Client hereby agrees that, unless required by law to do so, Client will not transmit, disclose of make available to any third party, the data in the format and compilation created by GSG.
6.34.14 Client acknowledges that, with respect to Third Party Users who enter Minimum Acceptable Rates in conformance with the Web Site's proxy bidding feature, the Web Site will be deemed the agent of such Third Party Users for the purpose of submitting bids on their behalf during the Tax Certificate auction, beginning at an 16% interest rate and declining, in 1.00% increments, down to, but not below, the Minimum Acceptable Rate(s) entered by Third Party Users.

6.35 PROPRIETARY RIGHTS; DISPLAY OF GSG CREDIT

Proprietary Rights in the Web Site: This is an application services provider agreement. Client acknowledges that there is no transfer to Client of title or ownership of any of the following: (i) the Web Site, (ii) any software used in the development or operation of the Web Site, (iii) any supporting documentation, (iv) any part of the foregoing, or (v) any customization of the Web Site to accommodate a specific need of Client.
Co-branding: The Web Site will bear Client’s name and such other trade dress (e.g., logos, introductory statement from Client, etc.) as Client reasonably directs. Client hereby acknowledges and agrees that every page of the Web Site will prominently display the phrase "Powered by Grant Street Group" - or other such language as GSG may reasonably adopt - as well as the GSG company logo, at the bottom of every page of the Web Site.

6.36 LIMITED WARRANTY

GSG warrants that, when all of the following conditions occur in a manner that has been authorized and approved by GSG, the Web Site will perform substantially in accordance with the Functional Specifications set out in EXHIBIT B:

6.36.1 Client and Third Party Users provide GSG and the Web Site with data in an authorized manner and format,

6.36.2 the Web Site is accessed and used by Client and Third Party Users in an authorized manner, and

6.36.3 the Web Site is accessed and used by Client and Third Party Users through the use of authorized and properly functioning software and equipment.

If Client not only timely reports to GSG, in writing, any failure(s) or defect(s) in the Web Site, but also provides GSG with detailed information sufficient to recreate such failure or defect, GSG warrants that, within 24 hours after receiving such a written notice, GSG will, at no charge to Client, use reasonable efforts to determine the nature of the problem and, if GSG believes that the problem may fall within the scope of the limited warranty in this Section, GSG will attempt to make corrections to the Web Site so that the Web Site performs substantially in accordance with said Functional Specifications. In the event GSG is not able to make such corrections within the 24-hour period, GSG will inform Client of the status of the problem resolution and an anticipated time of correction, provided that is possible and/or the problem or defect falls within the scope of the limited warranty in this Section.

GSG’s attempt to resolve a reported failure or defect in no way is an acquiescence by GSG that the failure or defect falls within the scope of the Limited Warranty in this Section.

The limited warranty provided by GSG in this Agreement does not apply if GSG determines that the underlying fault or defect is caused by any one of the following:

6.36.4 the malfunction of computer hardware or other software not manufactured or developed by GSG,

6.36.5 the negligence, fault, recklessness, and/or intentional misconduct of Client and/or Client’s employees, agents or other service providers,

6.36.6 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,

6.36.7 improper data and/or improperly formatted data processed by the Web Site, as provided by Client and/or Client’s employees, agents or other service providers,

6.36.8 improper data and/or improperly formatted data processed by the Web Site, as provided by any third party, including a Third Party User and/or a Third Party User’s employees, agents or other service providers,

6.36.9 the access and/or use of the Web Site, by Client and/or Client’s employees, agents or other service providers, in an manner that has not been authorized and approved by GSG,
6.36.10 the access and/or use of the Web Site, by any third party, including a Third Party User and/or a Third Party User’s employees, agents or other service providers, in an manner that has not been authorized and approved by GSG,

6.36.11 the access and/or use of the Web Site, by Client and/or Client’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 GSG,

6.36.12 access and/or use of the Web Site 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 GSG, or

6.36.13 a Force Majeure situation, as described in this Agreement.

If GSG discovers that any problem with Web Site performance is caused by one or more of the above, at Client’s request and at a fee to be mutually agreed upon between GSG and Client, GSG will assist Client in resolving such problem.

6.37 NO IMPLIED WARRANTIES; LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Except for the expressed limited warranty set forth in this Agreement, GSG makes no other warranty, representation, promise or guarantee, either expressed or implied, statutory or otherwise, with respect to the Web Site or the services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, county or other law or regulations. GSG will have no responsibility for any actual or purported loss resulting from damages associated with the auction format (e.g., Proxy Bidding) selected by Client for any particular auction conducted on the Web Site.

In no event will GSG be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder.

In no event will GSG’s liability to Client arising out of or related to this Agreement exceed the fees earned and received by GSG under this Agreement during the twelve month period immediately preceding the date that the event giving rise to GSG’s liability occurred.

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

6.38 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.38.1 Exhibit A, Pricing;

6.38.2 Exhibit B, Scope of Work;
IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

______________________________
AUTHORIZED SIGNATURE

______________________________
PRINTED NAME AND TITLE

______________________________
ADDRESS

______________________________
DATE

MARICOPA COUNTY

______________________________
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

ATTESTED:

______________________________
CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

______________________________
LEGAL COUNSEL

DATE
**SERIAL 1111-RFP**

**EXHIBIT A**

**PRICING**

BERSAL 11113-S
PRICING SHEET NIGP96209
BIDDER NAME: Grant Street Group, Inc.
F.I.D./VENDOR #: 23-2900536
BIDDER ADDRESS: 1800 Allegheny Building, 429 Forbes Avenue, Pittsburgh, PA 15219
P.O. ADDRESS: SAME
BIDDER PHONE #: (412) 391-5555
BIDDER FAX #: (412) 391-7608
COMPANY WEB SITE: [www.GrantStreet.com](http://www.GrantStreet.com)
COMPANY CONTACT (REP): David Dering
E-MAIL ADDRESS (REP): Dave.Dering@GrantStreet.com

**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:** underlined 'Y' _YES_ _NO_ 

**OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:** underlined 'Y' _YES_ _NO_ 

**PAYMENT TERMS:** Respondant is required to pick one of the following. Failure to choose a term will result in a default to Net 30. Respondent must initial the selection below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 10</td>
<td></td>
</tr>
<tr>
<td>Net 15</td>
<td></td>
</tr>
<tr>
<td>Net 20</td>
<td></td>
</tr>
<tr>
<td>Net 30</td>
<td>X</td>
</tr>
<tr>
<td>Net 45</td>
<td></td>
</tr>
<tr>
<td>Net 60</td>
<td></td>
</tr>
<tr>
<td>Net 90</td>
<td></td>
</tr>
<tr>
<td>2% 10 Days Net 30</td>
<td></td>
</tr>
<tr>
<td>1% 10 Days Net 30</td>
<td></td>
</tr>
<tr>
<td>2% 30 Days Net 31</td>
<td></td>
</tr>
<tr>
<td>1% 30 Days Net 31</td>
<td></td>
</tr>
<tr>
<td>5% 30 Days Net 31</td>
<td></td>
</tr>
</tbody>
</table>

**INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE:** _0%_ 

**PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:**
- [ ] Newspaper Advertisement
- [ ] Maricopa County Web Site
- [ ] Pre-Solicitation Notice
- X [ ] Other (Please Specify) County contacted Grant Street Group

All pricing shall be submitted on a CD formatted in Excel ‘2003. No responds will be accepted without the accompanying CD in your submittal. Any response not containing the required CD may be considered non-responsive and not considered for evaluation or

**1.0 PRICING:**

1.1 Price Per Parcel Sold $10.00 Per Parcel

1.2 Percentage of Sale _____% of Sale
EXHIBIT B
SCOPE OF SERVICES

2.0 Scope of Services:
GSG proposes to provide a tax certificate auction web site and services that are tailored to the Treasurer’s requirements. The following section describes GSG’s proposed method of satisfying each element in the Treasurer’s scope of work for providing Internet tax lien auction services.

2.1 Timing of Sale:
GSG’s LienAuction software is designed to facilitate tax certificate sale tasks (registration, research, bid submission) over a fixed period of time for each auction – from a few days to several weeks. A sale opening in mid-January and closing in early February would be routine on a LienAuction site.

2.2 Auction Implementation:
GSG supports a sale process including a main sale ending in early February each year followed shortly thereafter by a cleanup sale. The following screenshot from an active LienAuction web site reflects sales scheduled following this format.
At the closing date for a sale, the LienAuction software evaluates all submitted bids on each sale item and awards liens to the successful bidders. Sale items are typically divided into groups or batches, and results (determining the successful bidders on each item) are generated in a matter of seconds at the end of the bid submission period for each batch. The number of batches and time interval between batch closings can be configured to the Treasurer’s specification.

An example of sale results, identifying the item sold, winning bidder, and winning bid is shown below.

In addition to displaying bid results on the LienAuction web site, at the close of each sale, GSG will provide files used to import sale information to the Treasurer’s software. Files are built to the Treasurer’s specification and typically include data on items sold, bidders and payments. The image below shows the LienAuction extract file interface.
The Treasurer may also want to consider the following options for handling unsold liens:
1. A “Clean-up Batch” integrated with the main sale, where items without bids are moved to an additional batch and reopened for bidding without loading and creating a separate sale on the web site.

2. LienExpress™, a web site hosted by GSG allowing the Treasurer to make unsold liens available for immediate purchase any time on a first come, first served basis.

2.3 Payment:
LienAuction web sites allow buyers to submit security deposits and payment for certificate purchases via ACH. While the Treasurer can opt to allow other payment types and track those payments on the web site, most GSG clients opt to use ACH either exclusively or as the primary payment method.

Payment Processing Relationship
Grant Street Group (GSG) contracts with First Data (http://www.FirstData.com/) to process payments for tax certificate sales.

Transaction Processing
GSG utilizes a secure exchange of payment information with First Data.
• Bidders on LienAuction web sites enter the payment amount, routing number and bank account number for each transaction. Routing numbers are validated on entry. Account numbers must be entered twice and are “masked” on entry (to prevent a user looking at 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. GSG does not store routing numbers or account numbers.
• First Data screens incoming transaction data for a number of conditions including possible duplicate payment (multiple transactions with identical data within a certain time constraint), use of valid routing number and use of conforming account number format. They also utilize TeleCheck services to identify accounts with a high likelihood of returned payments, and may decline to process such transactions.
• The County issues refunds of unused deposits electronically using the LienAuction web site. Permission to issue refunds in LienAuction is only granted to the admin users designated by the County. Refund data is transmitted to First Data referencing the confirmation numbers for each transaction, so refund amounts can’t exceed the original payment amount. There is no mechanism to create “ad hoc” refunds or to refund a payment that was not originated on the LienAuction web site and processed by First Data.
• First Data provides a payment administration web site to GSG called PayPoint. GSG administrators can use the PayPoint site to:
  o Check that payments have been submitted successfully
  o Void payments that have been submitted but not yet batched for processing
  o Research previous transactions and download reports

Funding and Reconciliation
The flow of funds between buyers and the County is reconciled with auction site transaction activity.

• ACH payments are processed in batches at 4:45 pm ET each business day, and funds are routed directly to the bank account designated by the Treasurer. Funds post in 1 or 2 business days, depending on how soon the Treasurer’s bank reflects new deposits.
• GSG validates all payment activity each day against a posting file provided by First Data (encrypted and transmitted via secure FTP; posting files do not include full account information). 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 GSG and to automatically identify ACH returns. This data is also used to generate reports on the LienAuction web site (and optionally delivered via e-mail) that can be used by County staff to confirm bank deposit amounts each day.
• When an ACH return is identified in the posting file, the LienAuction system sends an e-mail notification of the returned payment to the bidder, copying GSG’s auction support team. Returns are debited from the Treasurer’s bank account and appear in the daily payment processing reports. If the return is on a pre-sale deposit, the bidder must make a replacement payment in order to maintain his or her Budget for the purpose of bidding. If the return is processed after the sale, GSG handles at the Treasurer’s discretion; the County may require the bidder to pay with certified funds instead of ACH, or the County may elect to cancel the bidder’s purchases.

LienAuction Application Security
LienAuction is subject to the GSG Information Security framework, which incorporates industry-standard Information Security best practices, and is designed to meet or exceed the requirements of the various legal and regulatory specifications to which GSG is subject. This Information Security framework undergoes annual third-party assessment as part of GSG's ongoing ISO 27002:2005 compliance program. GSG is substantially compliant with ISO/IEC 27002:2005. In addition, GSG is compliant with PCI-DSS Level 1 for the processing of credit card transactions.
Payment Processing Reports
The Treasurer will have access to three different types of payment processing reports:

a. The Payment Summary Report displays the balance for each buyer using a combination of payment totals, awarded face amounts and refunds (of unused security deposits).
The **Payment Details Report** shows the individual transactions that make up the payment total for each bidder.
d. The **Payment Batch Details Report** shows the transactions that are part of each day’s ACH batch. The Treasurer can use this information to reconcile banking activity each day. The same report can be delivered by e-mail each morning to staff designated by the Treasurer.

2.4 **Fee for Services**:  
Grant Street Group will charge a fee of $10.00 per tax lien sold on the LienAuction web site.  
Please see the completed Pricing Sheet in Attachment A.  

2.5 **Layout of Web Site**:  
The auction web site supports two basic user types – administrators (Treasurer’s staff) and bidders.  
All users enter through the auction site Home Page. Bidders can register here to obtain a User ID and password to access the site (administrators are created by GSG at the request of the Treasurer). The Home Page also serves as a source of basic sale information including Frequently Asked Questions (FAQs) and other documentation specified by the Treasurer.
New bidders must fill out the following form to set up a user ID and password in order to access the auction web site. GSG stores and can transfer to the Treasurer any data collected on both the Registration Page and the W-9 form for each bidder.
When bidders log into the web site, they have the ability to:

a. Enter a current auction (when sales are in progress)

b. View an auction demo

c. Participate in a practice auction

d. View archived auctions – results of any previous sales are available indefinitely
Once in an active auction, bidders have access to seven major tools:

a. **Auction Summary** – a basic overview of an auction, along with required tasks and a snapshot of the bidder's activity.
b. **My Account** – tools to make payments, manage Budgets, and modify registration info or W-9 forms.
c. **Search** – allows users to search the list of liens based on a variety of data points, as well as save lists of search criteria and results.
d. **Reports** – allows users to view and download (in Excel or CSV) data on the liens in the sale. Users can customize the data fields included in a report.
Anywhere account or parcel numbers appear on the site (Search, Reports, Bid and Results Pages), they are links to more information on the underlying property. The data fields included can be customized based on the information available from the Treasurer. We can also link to maps, property appraiser details and other third party data sources where available.
e. **Bid** – allows bidders to submit, modify and withdraw bids.
f. **Upload** – allows bidders to upload bids via a CSV template.
g. **Results** – allows users to view and download auction results.

![BidMaricopa.com Tax Certificate Auction Web Site](image)

<table>
<thead>
<tr>
<th>Adv No.</th>
<th>Batch</th>
<th>Cert No.</th>
<th>Account No.</th>
<th>Face Amount</th>
<th>Bid</th>
<th>Winning Bid</th>
<th>Spread</th>
<th>Winning Bidder</th>
<th>Redemption Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>1</td>
<td>10101231</td>
<td>$937.94</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>10968</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>10101246</td>
<td>$2,027.52</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>10968</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>10101659</td>
<td>$1,117.78</td>
<td>5.00%</td>
<td></td>
<td>3.00%</td>
<td>2.00%</td>
<td>11338</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>10101943</td>
<td>$2,080.21</td>
<td>5.00%</td>
<td></td>
<td>3.00%</td>
<td>2.00%</td>
<td>11338</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>10107004A</td>
<td>$4,446.71</td>
<td>6.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>1</td>
<td>10107027</td>
<td>$263.17</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>11700</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>10107040E</td>
<td>$1,722.80</td>
<td>6.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>10108029A</td>
<td>$1,287.33</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>10108076</td>
<td>$362.63</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>12228</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>1</td>
<td>10108155A</td>
<td>$241.53</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>11700</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>1</td>
<td>10108198</td>
<td>$1,404.22</td>
<td>7.00%</td>
<td></td>
<td>7.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>1</td>
<td>10108211</td>
<td>$926.11</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>1</td>
<td>10108040</td>
<td>$1,185.53</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>1</td>
<td>10108048</td>
<td>$1,141.71</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>1</td>
<td>10110016B</td>
<td>$1,096.11</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>1</td>
<td>10110042</td>
<td>$315.93</td>
<td>6.00%</td>
<td></td>
<td>6.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>1</td>
<td>10110051</td>
<td>$984.44</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>1</td>
<td>10110081</td>
<td>$1,114.04</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>1</td>
<td>10110100</td>
<td>$1,665.57</td>
<td>5.00%</td>
<td></td>
<td>5.00%</td>
<td>0.00%</td>
<td>12142</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>1</td>
<td>10114407</td>
<td>$1,669.36</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>11338</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>1</td>
<td>10115114</td>
<td>$847.38</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>12228</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>1</td>
<td>10115133</td>
<td>$890.86</td>
<td>5.00%</td>
<td></td>
<td>4.00%</td>
<td>1.00%</td>
<td>12228</td>
<td></td>
</tr>
</tbody>
</table>
When users click on the winning bid percentage on the Results Page, the web site displays all submitted bids for the lien.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>10257</td>
<td>7.00%</td>
</tr>
<tr>
<td>98</td>
<td>8.00%</td>
</tr>
<tr>
<td>4008</td>
<td>8.00%</td>
</tr>
<tr>
<td>5312</td>
<td>8.00%</td>
</tr>
<tr>
<td>9971</td>
<td>8.00%</td>
</tr>
<tr>
<td>10037</td>
<td>8.00%</td>
</tr>
<tr>
<td>10115</td>
<td>8.00%</td>
</tr>
<tr>
<td>10299</td>
<td>8.00%</td>
</tr>
<tr>
<td>10316</td>
<td>8.00%</td>
</tr>
<tr>
<td>9046</td>
<td>9.00%</td>
</tr>
<tr>
<td>9047</td>
<td>9.00%</td>
</tr>
<tr>
<td>9048</td>
<td>9.00%</td>
</tr>
<tr>
<td>9049</td>
<td>9.00%</td>
</tr>
<tr>
<td>10242</td>
<td>9.00%</td>
</tr>
<tr>
<td>5311</td>
<td>10.00%</td>
</tr>
<tr>
<td>9697</td>
<td>10.00%</td>
</tr>
<tr>
<td>10179</td>
<td>10.00%</td>
</tr>
<tr>
<td>10225</td>
<td>10.00%</td>
</tr>
<tr>
<td>9981</td>
<td>11.00%</td>
</tr>
<tr>
<td>511</td>
<td>12.00%</td>
</tr>
<tr>
<td>6535</td>
<td>13.00%</td>
</tr>
<tr>
<td>2962</td>
<td>14.00%</td>
</tr>
<tr>
<td>10061</td>
<td>14.00%</td>
</tr>
</tbody>
</table>
Administrators have access to the same Search, Report and Results tools that are available to bidders plus:

a. An Administration “Dashboard” with a snapshot of key data on liens, payments, bidders and results.

### AUCTION #306

<table>
<thead>
<tr>
<th>Certificate Totals</th>
<th>Count</th>
<th>Face</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Advertised</td>
<td>39,037</td>
<td>$80,478,532.92</td>
</tr>
<tr>
<td>Removed from Sale</td>
<td>9,429</td>
<td>$109,101.43</td>
</tr>
<tr>
<td>Total Removed</td>
<td>9,429</td>
<td>$109,101.43</td>
</tr>
<tr>
<td>Available for Sale</td>
<td>29,608</td>
<td>$80,369,431.49</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payments</th>
<th>Count</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposits</td>
<td>1,060</td>
<td>$10,821,310.71</td>
</tr>
<tr>
<td>Certificate Payments</td>
<td>481</td>
<td>$51,451,409.30</td>
</tr>
<tr>
<td>Returned Payments</td>
<td>37</td>
<td>$366,188.40</td>
</tr>
<tr>
<td>Refunds</td>
<td>379</td>
<td>$970,798.94</td>
</tr>
<tr>
<td>Payment Totals</td>
<td>1,946</td>
<td>$60,935,752.67</td>
</tr>
</tbody>
</table>

### Bidders

- Bidder Numbers Assigned: 838
- Bidders Who Have Submitted a W-9: 936
- Users Who Have Viewed this Auction: 1,206
- Bidders With Submitted Bids: 750
- Bidders Who Have Paid a Deposit: 792

### Results

<table>
<thead>
<tr>
<th>Count</th>
<th>Face</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certs Sold</td>
<td>20,429</td>
</tr>
<tr>
<td>Certs Struck</td>
<td>9,179</td>
</tr>
</tbody>
</table>

### Documents

- Document Exchange

---

[Image of the BidMaricopa.com website interface showing various sections such as Admin Menu, Search, Reports, Results, and My Account.]
b. **Detailed information on auction registrants;** including W-9 submission date, total payments, dates of key steps (login, budget submitted, bids submitted), etc.

c. **The View Bidders Page** gives a summary of activity for each bidder, along with links to additional information.
d. Additional Bidder Information

<table>
<thead>
<tr>
<th>Bidder Number</th>
<th>Bidder Name</th>
<th>TIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>GEORGE WASHINGTON</td>
<td>XXX-XX-0001</td>
</tr>
</tbody>
</table>

- **Registrant Name**: Washington, George
- **W-9 or W-8?**: W-9
- **# of Affiliate Bidders**: 1
- **Submitted Budget**: $15,000.00
- **Available Budget**: $4,563.29
- **# of Submitted Bids**: 43
- **Value of Submitted Bids**: $55,352.04
- **# of Winning Bids**: 9
- **Value of Awards**: $10,436.71
- **Security Deposits**: $1,500.00
- **Certificate Payments**: $8,936.71
- **Total Payments**: $10,436.71
- **Balance Due**: $0.00

**Payment History**

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Amount</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposit</td>
<td>$1,500.00</td>
<td>PAID Jan 16, 2012 8:19:59 am MST</td>
</tr>
<tr>
<td>Certificates Payment</td>
<td>$8,936.71</td>
<td>PAID Feb 6, 2012 8:02:35 pm MST</td>
</tr>
<tr>
<td><strong>Total</strong>:</td>
<td><strong>$10,436.71</strong></td>
<td></td>
</tr>
</tbody>
</table>
e. **Summaries and analysis** of auction results

```
<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certs Offered</td>
<td>26,579</td>
<td>29,608</td>
<td>32,542</td>
</tr>
<tr>
<td>Face Amount Offered</td>
<td>$86,052,835.68</td>
<td>$80,369,431.49</td>
<td>$70,822,734.18</td>
</tr>
<tr>
<td>Certs Sold</td>
<td>18,691</td>
<td>20,429</td>
<td>23,978</td>
</tr>
<tr>
<td>Face Amount Sold</td>
<td>$54,118,026.40</td>
<td>$60,935,752.67</td>
<td>$56,209,158.60</td>
</tr>
<tr>
<td>Certs Struck</td>
<td>7,888</td>
<td>9,179</td>
<td>8,564</td>
</tr>
<tr>
<td>Face Amount Struck</td>
<td>$31,934,809.28</td>
<td>$19,433,678.82</td>
<td>$14,613,575.58</td>
</tr>
<tr>
<td>Winning Bidders</td>
<td>700</td>
<td>545</td>
<td>524</td>
</tr>
<tr>
<td>Average Rate</td>
<td>9.93</td>
<td>10.79</td>
<td>9.99</td>
</tr>
<tr>
<td>Weighted Average Rate</td>
<td>8.44</td>
<td>9.22</td>
<td>8.61</td>
</tr>
<tr>
<td>Certs at 0%</td>
<td>252</td>
<td>116</td>
<td>45</td>
</tr>
<tr>
<td>Certs at 1%</td>
<td>3,119</td>
<td>4,269</td>
<td>3,699</td>
</tr>
<tr>
<td>Certs at 1%</td>
<td>22</td>
<td>134</td>
<td>25</td>
</tr>
<tr>
<td>Face at 1%</td>
<td>$1,868.92</td>
<td>$14,615.06</td>
<td>$1,239.39</td>
</tr>
<tr>
<td>Ties</td>
<td>5,214</td>
<td>3,838</td>
<td>8,961</td>
</tr>
</tbody>
</table>
```

Notes:
1. Certificates actually offered -- i.e. advertised and not removed prior to sale.
2. Total face value of certificates offered at auction.
3. Certificates offered but not sold. Certificates struck to county prior to sale not included.

f. **Access to multiple payment reports**, as well as the ability to add offline payments - sample reports, are included in the response to section 2.3 PAYMENT.
2.6 List of Liens:
GSG expects to receive update files from the Treasurer at regular intervals between the time the sale opens and closes. The file format is normally a text or CSV file in a format dictated by the Treasurer. We will set up a dedicated, secure FTP site for the Treasurer to deliver the files. Most of our tax certificate auction clients deliver files daily, but other intervals are also acceptable.

Once we receive a file, we load our database with the update and push the data out to production during an overnight maintenance window each day. We will confirm the count and value of liens available with the Treasurer at several points in the sale process, particularly prior to and just after the sale opens, and prior to the close of the sale.

A table on the web site’s Administration Page also allows the Treasurer’s staff to confirm sale totals any time.

<table>
<thead>
<tr>
<th>AUCTION #306</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepting Bids Starting on: 01/17/2011</td>
</tr>
<tr>
<td>First Batch Closing on: 02/07/2011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFICATE TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Count</strong></td>
</tr>
<tr>
<td>Current Advertised</td>
</tr>
<tr>
<td><strong>Certs Removed</strong></td>
</tr>
<tr>
<td>Removed from Sale</td>
</tr>
<tr>
<td>Total Removed</td>
</tr>
<tr>
<td>Available for Sale</td>
</tr>
</tbody>
</table>

Once a lien changes status from available to unavailable, it is marked as “removed” anywhere it appears on the auction web site. It is important to note that GSG maintains the initial advertised list exactly as originally delivered. While items can change status any time (from available to removed or vice versa), items can’t be added to or deleted from the “finalized” advertised list used to open the sale.
Items are marked as “removed” on the web site Bid Page following receipt of an update file from the Treasurer. If there are different removal reasons specified in the Treasurer’s files, these can be shown on the web site (e.g., “paid,” “bankrupt”).
2.7 Sale in Groups/Batches:
LienAuction sites allow tax lien sales to close in groups using batches. Each lien is sold separately, but bidding ends and sale results are generated for all liens in a batch at the same time. Bidders can submit bids on the liens in a batch any time between the sale opening date (normally the same date the first newspaper advertisement is published) and the batch closing time.

The number of batches, size of each batch and interval between batch closing times can be specified by the Treasurer. A typical sale would have 6 to 8 batches closing every 60 minutes in a single day. However, we have hosted sales with 1 to 30 batches, with some closing over as many as 5 days.

Below is an example of an Auction Summary Page on the web site, which includes the Batch Schedule.
Bidders can monitor awarded liens and amount due during the sale using several tools:

a. The **Auction Summary Page** includes a summary of bidding activity

![Auction Summary Page]

b. The **Bid Page** includes a snapshot of a bidder's available Budget

![Bid Page]
c. The Payments & Budget Page shows payments and the balance due.
d. The Results Page details winning bids, updated as each Batch closes.
2.8 Bidding Process:
LienAuction software can be easily configured to set the minimum and maximum interest rates allowed, as well as the bid increment.

Bidders must complete several steps before they are permitted to submit bids. Normally this includes submitting a W-9 or W-8 form, paying a security deposit and setting a Budget amount. These are listed in the table called “Things you must do before submitting bids”. The Treasurer can specify additional steps if necessary.
Once these steps are complete, the bidder submits bids using the Bid Page on the web site.
In order to submit a bid, the bidder enters his or her minimum acceptable interest rate in the “Min. Rate” cell for a lien.

Once the bidder clicks the Submit button, the bid is submitted. A confirmation message appears at the top of the page, and the bid appears in green, bold font, along with a Withdraw button, which the bidder can use to remove a bid prior to the close of a batch. Bidders can also enter a new rate and submit in order to modify any bid prior to batch closing.

Bidders who attempt to submit bids that don’t conform to the rules of the sale (e.g., greater than 16.00%, in a fraction of a percent) receive an error message when clicking the submit button. Bidders who submit bids at 0.00% receive a message warning them that a winning bid at that rate does not qualify for Proxy Bidding (if used by the Treasurer) and receives no interest.
Bidders can also use other tools to aid in bulk bid submission:

a. **Bid Upload** allows users to input rates in a CSV template, upload the template to the web site and submit all bids in a single process.
b. The *Autofill* feature, along with the Submit All button, allows users to submit the same rate for a custom list of certificates. The list can be created by adding items to “My Certificates” using the My List tool or using the website’s Search tool to identify liens matching certain criteria.

![Screenshot of the website interface for a certificate auction with a table listing various accounts, rates, and actions available to bidders.](image-url)
Proxy Bidding
The Treasurer has the option to utilize proxy bidding for the tax certificate sale. The majority of our clients to date have elected to utilize the proxy bid method. We can also support a non-proxy (i.e., direct bid) sale if specified by the Treasurer.

Proxy bidding is a form of competitive sale in which bidders input the minimum interest rate they are willing to accept for each certificate they would like to purchase. At the close of each batch, the auction system, acting as an electronic agent for each bidder, compares minimum acceptable rates entered by all bidders for each individual certificate. When there is more than one bidder, the final bids consist of the minimum rates entered by all bidders except the winner, whose final bid will be equal to the second lowest minimum rate minus 1.00%, unless there is a bid at 0%, in which case the winner will be awarded at 0%.

In the case of a tie, the system awards to one of the tie bidders using one of the tie-breaking methods described below.

In no case will a bidder be awarded a certificate at a rate lower than his/her specified minimum acceptable rate.

Tie Bids
GSG currently utilizes one of two methods to resolve tie bids:

- **Random**: An industry-standard random number generation algorithm is used to pick the winner from among the tie bidders. Each tie awarded is a separate random event.
- **Timestamp**: The certificate is awarded to the bidder with the earliest bid submission.

Among our current clients, we use timestamp tie breaking for the City of Baltimore, and random tie breaking for all other clients, including Arizona treasurers.

2.9 Registration:
All bidders register with the Treasurer’s Office year-round using a registration form provided by the Treasurer. In addition, the registering bidder is required to complete either an IRS W-8 form or an IRS W-9 form depending on the bidder’s citizenship. Upon registration, each bidder is assigned a unique bidder number to be used in the current and future auctions.

While the tax lien sale website is active, all bidder registrations take place exclusively through the tax lien sale website on behalf of the Treasurer’s Office. Prior to opening the tax sale website, the complete list of registered bidders and associated information is provided to the Contractor in the form of a text data file. The description of this data file is provided as an attachment to this document. New bidders registering for the first time will be assigned a unique bidder number through the internet website. The Contractor must control the assignment of these bidder numbers to ensure their uniqueness and integrity. In addition, multiple bidder numbers should not be assigned to the same person or entity. The Contractor must also provide a mechanism where a previously registered bidder can re-register on the website and re-establish their identity with an existing bidder number. The Contractor should describe the process by which this reconnection is done.

To maintain consistency in the bidder registration process, the Contractor must obtain the same information included in the Treasurer’s registration form. In addition, the contractor shall ensure compliance with IRS requirements and require all bidders to complete the appropriate IRS form W-9 or W-8 based on the citizenship of the bidder. The Treasurer registration information and the appropriate IRS form (W-9 or W-8) can be completed via fill-able forms on the website. The Treasurer’s Office would also like to explore the options available through the Contractor for performing TIN validation with the IRS as part of the bidder registration process. The Contractor shall have security protocols for maintaining confidentiality of bidder information.

At the required times during the tax lien sale operation, the updated bidder information consisting of all existing and new information will be provided back to the Treasurer’s Office. The information will be provided in a text data file. The specification of the data file currently being used is provided as an attachment to this document.

At the conclusion of the tax sale, the Contractor must provide PDF images of each of the bidder W-9 and W-8 files. In addition to the PDF images, the W-9 and W-8 form information shall be provided to the Treasurer in a data file format.
GSG expects to receive from the Treasurer a file with historic bidder information as part of data required to create the online tax lien sale. In order to ensure secure transmission of bidder data (including Taxpayer Identification Numbers), we offer a HTTPS data transfer tool to administrators on the web site. We load the bidder data to the web site and use it to screen registrants.

Bidders use the following page to begin the process of submitting a W-9 form:

![Image of W-9 submission page](image-url)
If the bidder uses a Taxpayer Identification Number (TIN) and bidder number combination that matches a record in the bidder file, we deliver a “pre-filled” W-9 form using the Treasurer’s data. The bidder can submit this form and retain his or her previous bidder number assignment.

If the bidder is new to Maricopa County and completes a new W-9 form, he or she will receive a new bidder number assignment once the Deposit and Budget steps are completed.
If the bidder attempts to submit a new W-9 form using a TIN already in the Treasurer’s records, we deliver an error message and the user is required to use the W-9 lookup tool. This ensures that more than one bidder number is not assigned to the same TIN. We can handle a file from the Treasurer that has more than one bidder number per TIN without issue; our online registration process prevents this condition for new online registrants.
In order to ensure the same entity does not receive more than one bidder number, we allow only one instance of a TIN per auction. Below is an example of the error message generated when we prevent a duplicate TIN condition.
In order to ensure that more than one bidder does not receive the same bidder number, we generate new numbers sequentially within a range specified by the Treasurer. Numbers that appear in the Treasurer’s historic data are protected from reassignment.

We also ask the Treasurer’s office not to assign any numbers “offline” while the sale is in progress that are within the range specified for online assignment. This prevents issues with duplicate bidder number assignments when the Treasurer’s office attempts to import results to its software after the end of the sale.

The W-9 form (or W-8 form if accepted by the Treasurer) on the auction web site is an exact copy of the IRS form, so bidders must complete all the same fields. We also provide users with the IRS guidelines for completing the form.

If the Treasurer wants to confirm the pairings of TINs and names submitted by winning bidders prior to issuing 1099 forms each year, we offer a download of bidder information in the IRS E-Services Bulk TIN matching file format.

GSG is willing to work with the Treasurer’s office to develop a solution for including TIN validation in the bidder registration process for future tax certificate sales.

GSG will provide the Treasurer with PDF versions of all W-8 and W-9 forms submitted at the end of each sale conducted on the auction web site.

GSG will produce a text data file (in the format specified by the Treasurer) with updated bidder information at the end of each sale. These bidder files will be available for pick up by the Treasurer's staff on the LienAuction administration page.
2.10 Deposit of Bid Amount:
If bidders are required to post a deposit prior to bidding, please describe the amount of the deposit, how the deposit will be applied to any final payment, and all other procedures relevant to that deposit.

Deposit requirements are set at the discretion of the Treasurer. While most of our clients require a deposit from bidders before they are allowed to submit bids, we frequently host sales where no deposit is required.

A typical deposit requirement is 10% of the bidder’s Budget amount. We can also establish a minimum initial deposit amount to prevent bidders from registering with insignificant deposits.
Bidders can submit ACH payments through the auction web site, eliminating the need for the Treasurer or GSG to record offline payment types such as cash, certified checks or wire transfers (though we offer an interface for administrators to add those payments if accepted by the Treasurer).
The total deposit amount paid by a bidder is deducted from the face amount of awards to determine the balance due at the end of the sale.

If a bidder purchases less than his or her deposit amount, the Treasurer can issue refunds electronically via ACH, initiated through the auction web site.

2.11 Support Services:
The Treasurer will have a primary contact and two backup contacts at GSG who will coordinate all client service and provide technical support. The Treasurer will have email addresses, office and cell phone numbers for these individuals. The Treasurer’s office will work with the LienAuction team members listed in Section 3.15.5.

Qualifications.

Data Exchange
GSG will accept updates to the list of certificates advertised from the County any time before or during the auction. These can come via data transfer through a secure FTP site or even by e-mail for smaller lists of certificates. Upon receipt of a list to be removed or modified, GSG will verify (by checking certificate numbers and face values) test, process and apply changes to offline databases immediately. These changes are automatically replicated to the production environment at midnight, or can be released during the day at the direction of the County.

Bidder Training and Support
GSG provides bidder support from 8:00 am through 6:00 pm local time (Arizona) on business days when any auction activity is in progress. Web site users can reach a Bidder Support Representative by phone at 800-410-3445 or by e-mail to LienAuction@GrantStreet.com. All Support Representatives are GSG employees working at our headquarters in Pittsburgh, Pennsylvania. LienAuction Project Managers are also available to assist on more complicated questions from bidders. In addition to live phone and e-mail support, we make available a variety of other training tools:

- Each LienAuction site includes a self-demo that allows users to walk through the function of every feature on the web site.
- Each LienAuction site includes a Trial Auction, or practice sale that replicates a live sale and is re-set each day.
• Prior to the first sale on any new site, GSG will conduct a live, on-site Bidder Orientation Session to help buyers get acquainted with the online sale process.

2.12 Security:
LienAuction is subject to the GSG Information Security framework, which incorporates industry-standard Information Security best practices, and is designed to meet or exceed the requirements of the various legal and regulatory specifications to which GSG is subject. This Information Security framework undergoes annual third-party assessment as part of GSG's ongoing ISO 27002:2005 compliance program. GSG is substantially compliant with ISO/IEC 27002:2005. In addition, GSG is compliant with PCI-DSS Level 1 for the processing of credit card transactions.

Every LienAuction web site utilizes stringent security standards, including:

System Security:
• Two layers of firewall protection: “Sandwiched DMZ” architecture
• Multiple layers of Intrusion Detection, with sensors provided by different vendors
• Custom, hardened build of Operating System
• Web server located behind proxying load balancers
• All servers subnetted based upon role and security level
• Formalized patch management policy ensuring systems are kept up to date
• Two layers of email-borne anti-virus protection, provided by different vendors

Application Security:
• 128-bit SSL
• MD5 encrypted passwords
• Cryptographically strong session IDs
• Rigorous input validation
• Centralized security, with authentication, authorization, custom permission levels, and dispatch
• Protection against SQL injection, session hijacking, session forwarding, cross-site scripting, cross-site framing

Physical Security:
Our primary hosting facility is a SunGard data center in Pittsburgh, Pennsylvania. This facility contains a Network Operations Center (NOC) that is manned “24x7.” All visitors are required to call in advance to gain access to the outer lobby of the building. From there, photo IDs are checked against an access list and surrendered. Personnel appearing on the access list are given an electronic badge for access to the data center itself. All entries and exits are recorded. Video cameras monitor every aisle within the data center. Equipment is located in locked racks.

All system, application and physical security measures ultimately form layers of protection around data on the server.
2.13 Compatibility:
All staff designated by the Treasurer will have administrative access to the auction web site. Information on bidders and payment activity is updated in real time on the web site, and all administrators can access this information.

- For more information on payment reports available to the Treasurer’s staff any time, please see our response to Section 2.3 PAYMENTS.
- For more information on the administrative tools and bidder status information available to the Treasurer’s staff any time, please see our response to Section 2.5 LAYOUT OF WEB SITE.
- For more information on the sale results information available to the Treasurer’s staff any time, please see our response under Section 2.5 LAYOUT OF WEB SITE.

2.14 Qualifications:
Grant Street Group meets the Treasurer’s requirements to provide internet tax lien auction services.

Since 2004, GSG has hosted 176 tax certificate auctions for 19 Florida Tax Collectors, 3 Arizona Treasurers and the City of Baltimore, Maryland. These 23 clients have sold 1.4 million certificates representing a total face value of nearly $4.7 billion using LienAuction Web Sites.

For more information on GSG’s qualifications, please see our response to Section 3.15.5, Qualifications.

2.15 IT INTERFACE DATA FILES:
Descriptions of each of files in this section are provided in attachments to this document.

Initial Bidder File – A data file containing the Treasurer’s relevant bidder information will be provided to the Contractor. The Contractor will use this data as the basis for bidder registration that will take place on the website as long as the tax sale is active.

Tax Sale List – A set of files that represent the sale advertising list. This file set is provided by the Treasurer’s system to the Contractor to initially setup the tax sale website. Then, it is provided on a daily basis once the tax sale is active for the purpose of keeping the availability of the tax sale items on the website up to date.

Sale Bidder File – This data file is provided by the Contractor at the time results of the main and cleanup sales are provided to the Treasurer. This file contains all new bidder registration data as well as updated information applied to existing bidder information.

Sale Results File – This data file is provided by the Contractor at the time results of the main and cleanup sales are provided to the Treasurer. This file specifically contains information about each tax lien that was sold including the item #, parcel #, interest rate, and winning bidder #.

GSG has the capability to create and conduct tax certificate sales using the Initial Bidder File and Tax Sale List described above. In addition, we can convey sale information to the Treasurer via the Sale Bidder File and Sale Results file at the end of each auction.
2.16 Usage Report

The Contractor shall furnish the County a quarterly usage report delineating the acquisition Activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

The Results Page on the LienAuction web site includes Excel and CSV downloads that include the winning bidder, face amount of each certificate and an indicator of items struck to the State.

GSG will also produce any custom data files specified by the Treasurer for the purpose of importing sale information from the auction web site to the Treasurer’s internal software.
SERIAL 11113-RFP

Services
GSG will provide a team of experienced professionals to assist the Maricopa County Treasurer in conducting online tax certificate sales. Our project team includes:

- **Project Managers** – we will assign primary and back-up project managers who will serve as the main contacts for the Treasurer. The project managers will be responsible for the coordination of activities between the Treasurer and GSG, timeline compliance, and issue escalation.
- **Software Developers** – GSG project managers will enlist the help of our software developers to build the auction web site and customize features as necessary to meet the Treasurer’s needs.
- **Database Administrators** – our data managers specialize in loading data (from almost any conceivable source) to our web sites to run auctions, and making sure data passed to the Treasurer following the close of each sale is accurate and in precisely the format specified.
- **Executive Management** – GSG’s leadership team has guided a company focused almost exclusively on auctions of fixed-income financial instruments for 14 years.
- **Bidder Support** – a combination of project managers and technical support representatives will be available to assist bidders using the auction web site. More information on our bidder support arrangement is included in Section 2.11 SUPPORT SERVICES.

Software
GSG hosts the LienAuction application on its servers and provides full system support, training, infrastructure, security and application expertise. Since 1997, GSG has used the LAMP (i.e., Linux, Apache, MySQL, Perl) architecture to build and operate hosted Web applications for over 3,400 state and local government entities throughout the U.S.

Our current LienAuction clients as well as our other government clients use computer and network equipment owned and maintained by GSG that is located at primary and backup co-location facilities at SunGard in Pittsburgh and Internap in Atlanta, respectively. These same primary and backup hosting arrangements also serve our most sophisticated and demanding private sector clients including Freddie Mac, BNY Mellon, US Bank and Zions Bank.

GSG owns and maintains over $3.0 million of computer and network gear at these two facilities including firewalls, intrusion detection, load balancing and failover equipment. In summary, GSG has a particular expertise in designing, building and maintaining turn-key, hosted software solutions for government entities that are secure, redundant, scalable and readily maintained and enhanced.
PRICING SHEET: NIGP CODE 96209

Terms: NET 30
Vendor Number: 2011002027 0
Telephone Number: 412/391-5555
Fax Number: 412/391-7608
Contact Person: Daniel J. Veres, David Dering
E-mail Address: dave.dering@grantstreet.com
Certificates of Insurance Required
Contract Period: To cover the period ending **June 30, 2018**.