

Contract ID#:



Department: Public Works – R.E. Services

E-99-17

CLPW17000012

Contract Details

SERVICE Real estate appraisal services

NIFS ID #: CQPW14000019-03

NIFS Entry Date:

Term: 1 Year

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

Agency Information

Vendor		County Department	
Name: Michael Haberman Associates, Inc.	Vendor ID# 11-2510480	Department Contact: ERROL WILLIAMS	
Address: 125 Front street Mineola, NY 11501	Contact Person: Michael Haberman Phone: 516-739-8080 FAX: EMAIL:	Address: ONE WEST STREET MINEOLA, NY 11501	
		Phone: 516-571-4114	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	3/1/17	[Signature]	
3/23/17	OMB	NIFS Approval <input checked="" type="checkbox"/>	3/23/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/28/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/29/17	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/30/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		6th Fl V L - 807 L10	
	County Attorney	NIFS Approval <input type="checkbox"/>		[Signature]	
4/6/17	Comptroller	NIFS Approval <input type="checkbox"/>	4/6/17	[Signature]	

PR5254 (8/04)

Contract ID#:



Department: Public Works – R.E. Services

County Executive	Notarization Filed with Clerk of the County of Nassau		
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Contract Summary

Description: One year extension of contract

Purpose: To provide the County with "on call" real estate appraisal services for either County owned real estate or property being acquired by the County

Method of Procurement: An RFP was issued on April 10, 2013. A total of four (4) firms responded to the RFP. An Evaluation Committee of two Deputy County Attorneys and a Deputy County Executive reviewed and scored each of the proposers. Four firms were selected to provide services as needed. Michael Haberman Associates, Inc, was one of the firms selected.

Procurement History: Request For Proposals issued April 10, 2013. Four (4) proposals were received. Each was reviewed by the Evaluation Committee which recommended acceptance of each.

Description of General Provisions: Contract for on-call real estate appraisal services: term of two years with the County having the right, in its sole discretion, to extend the term for two (2) one year extensions. The maximum amount to be paid under this contract is \$30 000 per year

Impact on Funding / Price Analysis: \$30,000.00 per annum maximum. Each contractor will be paid in arrears and will submit a claim voucher for the services provided in accordance with the fee schedule attached as Appendix "B" to the original contract

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	PW
Control:	GEN
Resp:	1100
Object:	DE500
Transaction	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$30,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$30,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	PWGEN1100/DE500	\$30,000.00
4		\$
5		\$
6		\$
TOTAL		\$30,000.00

Document Prepared By:

Date:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS DIVISION OF REAL ESTATE SERVICES, AND MICHAEL HABERMAN ASSOCIATES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Michael Haberman Associates, Inc., to provide on-call appraisal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with Michael Haberman Associates, Inc.



Nassau County Interim Finance Authority

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

1. Vendor: Michael Haberman Associates, Inc.

2. Dollar amount requiring NIFA approval: \$ 30,000

Amount to be encumbered: \$ 30,000

1/23/11

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 2 year

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

If yes, please explain: _____

4. Funding Source:

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

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

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

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

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

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

The contractor shall provide on an as needed basis, real property appraisals. This amendment shall extend the term for one year. The maximum to be paid under this contract is \$30,000 per year.

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

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

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

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

AUTHORIZATION

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

Roseann Belle 3/27/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Michael Haberman Associates, Inc.

CONTRACTOR ADDRESS: 125 Front street, Mineola, New York 11501

FEDERAL TAX ID #: 112510480

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

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

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

The Contract was entered into after a written request for proposals was issued on April 10, 2013. Potential proposers were made aware of the availability of the RFP by posting on the Nassau County Bid Solicitation Board. Proposals were due on May 10, 2013. Fourteen potential proposers requested copies of the RFP. Four (4) proposals were received and evaluated. The evaluation committee consisted of DCA Errol Williams, DCA Kevin Walsh, and Deputy County Executive Charles Theofan. three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 10, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after issuance of an RFP and the submission of four (4) proposals. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

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

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

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


Department Head Signature

3/6/12
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Michael Haberman Associates, Inc.

Dated: March 2, 2017

Signed: Ronald Haberman

Print Name: Ronald Haberman

Title: Vice President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Haberman
Date of birth 12 / 10 / 1943
Home address 1070 Links Road
City/state/zip Woodmere, New York 11598
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 6 / 1 / 79 Treasurer 10 / 1 / 70
Chairman of Board _____ / _____ / _____ Shareholder _____ / _____ / _____
Chief Exec. Officer _____ / _____ / _____ Secretary _____ / _____ / _____
Chief Financial Officer _____ / _____ / _____ Partner 2 / 1 / 76
Vice President 2 / 1 / 76 _____ / _____ / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Michael Haberman owns a 1/3 interest of the Company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

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

CERTIFICATION

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

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

Sworn to before me this 2nd day of March 2017

Karen Schreiner
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 2018

Michael Haberman Associates, Inc.
Name of submitting business

Michael Haberman
Print name
[Signature]
Signature

President
Title

8, 2, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Ronald Haberman
Date of birth 10 / 14 / 1950
Home address 4 Manchester Lane
City/state/zip Stony Brook, New York 11790
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 6 / 1 / 85 _____ / _____ / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Ronald Haberman owns a 1/3 interest of the
Company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details. Not applicable.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

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

CERTIFICATION

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

Sworn to before me this 2nd day of March 2017

Karen Schreiner
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 2018

Michael Haberman Associates, Inc.
Name of submitting business

Ronald Haberman
Print name

Rond
Signature

Vice President
Title

3 , 2 , 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Thomas Donato
Date of birth 1 / 1 / 1956
Home address 2470 Grand Avenue
City/state/zip Bellmore, New York 11710
Business address 125 Front Street
City/state/zip Mineola, New York 11501
Telephone 516-739-8080
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 10 / 1 / 16 _____ / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Thomas Donato owns a 1/3 interest of the Company
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details. Not applicable.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

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

CERTIFICATION

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

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

Sworn to before me this 2nd day of March 2017

Karen Schreiner
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SG6078829
Qualified in Nassau County
Commission Expires August 12, 2017

Michael Haberman Associates, Inc.
Name of submitting business

Thomas Donato
Print name

Thomas Donato
Signature

Vice President
Title

3 / 2 / 2017
Date

Business History Form

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

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

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

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

Date: March 2, 2017

1) Proposer's Legal Name: Michael Haberman Associates, Inc.

2) Address of Place of Business: 125 Front Street, Mineola, New York 11501

List all other business addresses used within last five years: None

3) Mailing Address (if different):

Phone: (516) 739-8080

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 10-361-6462

5) Federal I.D. Number: 11-2510480

6) The proposer is a (check one): Sole Proprietorship Partnership

X Corporation Other (Describe)

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

Yes No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes No X If Yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No ☒ If Yes, provide details.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract)
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes No ☒ If Yes, provide details for each such investigation
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
Yes No ☒ If Yes, provide details for each such investigation.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes No ☒ If Yes, provide details for each such charge
 - b) Any misdemeanor charge pending? Yes No ☒ If Yes, provide details for each such charge.
 - c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No ☒

If Yes, provide details for each such conviction

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

The Company has always maintained and will continue to maintain a strict policy regarding potential conflicts of interest or an appearance of a conflict of interest.

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

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

- i) Date of formation: 1968
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, New York	President
Ronald Haberman	4 Manchester Lane Stony Brook, New York	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, New York	Vice-President

- iii) Name, address and position of all officers and directors of the company:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, New York	President
Ronald Haberman	4 Manchester Lane Stony Brook, New York	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, New York	Vice-President

- iv) State of incorporation (if applicable): New York State

- v) The number of employees in the firm: 16

- vi) Annual revenue of firm: \$1,917,888

- vii) Summary of relevant accomplishments

- The Company has acted as appraisers and consultants to the Nassau County Attorney's Office in the defense of tax certiorari claims for over 36 years. This has included the appraisal of almost every property type and complexity seen in the County. The Company has provided litigation support and expert testimony in defense of its value estimates over the same period.

- The Company has completed revaluations of nine villages in Nassau under the certification of the Office of Real Property Tax Services and continues to handle their tax certiorari and small claims cases on an on-going basis.
- *RXR Glen Isle Mixed-use Redevelopment Project/PUD Master Development*: This case involved the appraisal of a 56 acre site to be developed with 1,515,339 sq.ft. of building improvements including rental apartment units, work force rental apartments, office, retail, marina, luxury hotel, and condominiums.
- Working closely with Senator Martins, the Senator was able to facilitate a change to New York State law providing "Advisory Appraisals" to villages during an annual reassessment. Prior to the changes, only counties and towns were eligible for these reports, requiring villages to retrieve dated data from towns and counties or maintain static values therefor preventing a village from having a fair and equitable assessment roll.
- The Company's project manager has been a member of the Real Property Tax Administration Committee (RPTC), equalization subcommittee for the past five years. He has been instrumental in writing procedures pertaining to Equalization Rates and Residential Assessment Ratios. This board position provides the Company with insight to New York State goals and procedures long before the general assessment community is aware of them.
- *420 Tenants Corp. v Nassau County*: This proceeding involved the appraisal of a cooperative apartment building within an ETPA community; the client was the Nassau County Attorney's Office. The court adopted the Company's appraisal process that derived income from economic leases within ETPA buildings, rejecting the petitioner's usage of subject property contract rentals.

viii) Copies of all state and local licenses and permits.

See immediately following.

- B. Indicate number of years in business. 48
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We believe that our history of providing tax assessment valuations and support to Nassau County and other municipalities for over 36 years makes us uniquely qualified to perform the valuation and support services required for this contract.

The personnel assigned to the contract will be certified or licensed real estate appraisers with at least 18 years' experience appraising property in Nassau County. The Company's president and vice-president have over 48 and 38 years and its project manager over 18 years of valuation/consulting experience respectively.

The Company has a vast body of experience and expertise covering over 36 years in providing appraisal services in connection with the defense of Tax Certiorari and Condemnation proceedings for local governments in New York. In addition to appraisal and consulting services, the Company has been providing litigation support and expert testimony in defense of its value estimates over the same period.

The Company is totally capable of providing reports that are thorough and concise, presented in a timely fashion meeting all target completion dates. Our appraisals are well planned and supported, consistent and accurate, providing defensible indications of market value across all years at issue.

The company has completed approximately 1,900 commercial appraisal assignments within Nassau County in the past ten years. Significant properties appraised have included RXR Plaza, Tree Line Franklin Avenue Plaza, Garvies Point Glen Cove Redevelopment (16 properties), Nassau University Medical Center, Roosevelt Field Mall, Belmont Raceway, sections of the Roosevelt Raceway quadrants, Triad Office Center, Garden City Center, Omni Office Center in Mitchel Field, Westbury Property Associates, and the Wyndham Condominium Complex in Garden City for example. Various types of properties appraised over the 2012 to 2016 period, for example have included trophy office complexes, automobile dealerships, condominiums and cooperative apartment developments, gasoline stations, fast food restaurants, marinas, oil terminals, asphalt and concrete batch plants, shopping centers, industrial complexes, golf and country clubs, private dwellings and vacant sites.

The Company has acted as consultant to the City of Long Beach, City of Glen Cove, numerous villages throughout the Counties of Nassau and Suffolk, various Townships in Suffolk County, and the Metropolitan Transportation Authority in the defense of Tax Certiorari and Condemnation claims and for other functions over the past 36 years where applicable.

The Company has acted as consultants to the Town of Babylon's Department of Assessment in the defense of its Class 1 Assessment Roll over the past 20 years requiring the preparation of between 3,000 and 6,000 summary appraisal reports over the past eight years. The Company has acted as consultants to the Town of Huntington's Department of Assessment in the defense of its Class I Assessment Roll over the past four years requiring the preparation of between 4,000 and 6,000 summary appraisal reports each year. The Company has attended SCAR hearings in front of judicial hearing officers and submitted all necessary support and reporting requirement documents to both town's Department of Assessment. The Company has also acted as consultants to the Towns in the defense of Tax Certiorari claims.

The Company has acted as consultant to the New York State Department of Transportation in defense of Condemnation claims within Nassau and Suffolk Counties and various NYC boroughs performing trial form valuations over the past 14 years.

The Company has acted as consultant to the County of Suffolk's Department of Public Works in defense of Condemnation claims within the County performing both project and trial form valuations over the past 14 years.

The Company maintains various systems for research purposes as aids in the valuation and consulting services it provides. These include a hard copy/digital/micro-film library, contracted services such as Real Quest, Comps. Inc., CoStar, LoopNet and the Multiple Listing Service of Long Island, and an in-house proprietary database including thousands of sale and lease abstracts. A high speed internet connection is in place and operational and the entire office staff has complete access to it.

The company's work flow is managed in a structured manner. Its implementation schedule follows its management approach starting with bi-weekly staff meetings where goals, deadlines, tracking and new projects are discussed. During the ensuing week, the principals and project manager constantly manage the appraisals being processed. One appraiser is typically the lead with additional resources available when required. Upon completion, the report goes through a formal review by one of the principals who are also actively engaged in the preparation of appraisal reports. The key to the management approach is the constant communication through the office on all projects with one appraiser helping another whenever needed, the identification of critical issues as they arise, a consistent and thorough review process and, as a result, the preparation of a valuation which is meaningful, accurate and defensible across all years under review when valuing for assessment review purposes.

All reports conform to the 2016 – 2017 Uniform Standards of Professional Appraisal Practice (USPAP) with trial reports in accordance with New York State Uniform Court Rules.

The company is located in an owner occupied two story office building in the heart of Mineola, three blocks from the Supreme Court building and a short drive to the County Attorney's and Assessment Review Commission's offices. The firm has remained in business since 1968 because of the quality of its work and its ongoing commitment to be as responsive as possible to the needs of its clients.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

- Chief Deputy County Attorney Lisa LoCurto, County of Nassau, 1 West Street, Mineola, NY 11501. Phone (516) 571-3056
- Tax Certiorari Bureau Chief Martin Valk, Office of the Nassau County Attorney, 1 West Street, Mineola, New York 11501. Phone (516) 571-3117
- Deputy County Assessor Steve Corte, County of Nassau, 240 Old Country Road, Mineola, NY 11501. Phone (516) 571-3587

- Chief Real Estate Negotiator and Special Counsel, County of Nassau, Kevin C. Walsh, 1 West Street, Mineola, New York 11501. Phone (516) 571-3986
- NYS DOT Regional Appraisal Manager Clifford Winter, 250 Veterans Memorial Highway, Hauppauge, New York 11788. Phone (631) 952-6090
- Suffolk County Senior Appraisal Reviewer Frederick Ford, Dept. of Economic Development and Planning, 100 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788. Phone (631) 853-5923
- Sole Town Assessor Roger Ramme, Town of Huntington, 100 Main Street, Huntington, NY 11743. Phone (631) 351-3226
- Sole Town Assessor Joan Ball, Town of Babylon, 200 East Sunrise Highway, Lindenhurst, NY 11757. Phone (631) 957-4230
- Mayor Ronald Spinello, City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, NY 11542. Phone (516) 676-2004
- Mayor Ralph Ekstrand, Village of Farmingdale, Village Hall, 361 Main Street, Farmingdale, NY 11735. Phone (516) 249-0093
- Mayor David Fox, Village of Great Neck Estate, 4 Atwater Plaza, Great Neck, NY 11021. Phone (516) 482-8283
- Mayor Adam Hoffman, Village of Lake Success, 318 Lakeville Road, Lake Success, NY 11020. Phone (516) 482-4411
- Senator Jack Martins, Former Mayor, Village of Mineola, 155 Washington Avenue, Mineola, NY 11501. Phone (516) 746-0750
- Mayor Steven Kirschner, Village of Russell Gardens, 6 Tain Drive, Russell Gardens, NY 11021. Phone (516) 482-8246
- Mayor Bruce Kennedy, Village of Sea Cliff, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY 11579. Phone (516) 671-0080
- Mayor Peter Cavallaro, Village of Westbury, 235 Lincoln Place, Westbury, NY 11590. Phone (516) 334-1700

CERTIFICATION

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

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

Sworn to before me this 2nd day of March 2017

Karen Schreiner
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01506078829
Qualified in Nassau County
Commission Expires August 12, 20 18

Name of submitting business:

Michael Haberman Associates, Inc.

By:

Ronald Haberman

Print name

Ronch

Signature

Vice President

Title

Date

UNIQUE ID NUMBER
46000004496

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. 86979

PURSUANT TO THE PROVISIONS OF ARTICLE 46 OF THE
EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE

MO.	DAY	YR
11	07	15

HABERMAN MICHAEL
C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501

EXPIRATION DATE

MO.	DAY	YR
11	08	17

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER

In Witness Whereof, the Department of State has caused
its official seal to be hereunto affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1055 (Rev. 9/01)

UNIQUE ID NUMBER
44000004499

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. 89569

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE

MO. DAY YR.
12 10 15

HABERMAN RONALD H
C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501

EXPIRATION DATE

MO. DAY YR.
12 09 17

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER

In Witness Whereof, the Department of State has caused
the official seal to be hereunto affixed

CESAR A. PERALES
SECRETARY OF STATE

4000-1000 (Rev. 01/11)

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. 93490

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE

MO.	DAY	YR.
06	19	16

DONATO THOMAS
C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501

EXPIRATION DATE

MO.	DAY	YR.
06	18	18

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed

ROSSANA ROBADO
SECRETARY OF STATE

UNIQUE ID NUMBER

46000041804

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. 96791

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE

MO. DAY YR.
02 03 17

KAM JILL M
C/O KAM JILL M
112 EDGEWOOD AVE
RONKONKOMA, NY 11779

EXPIRATION DATE

MO. DAY YR.
02 02 19

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused
the official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

1305-1002 (Rev. 3/01)

UNIQUE ID NUMBER 45000010771	State of New York Department of State DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 96548
PURSUANT TO THE PROVISIONS OF ARTICLE 6 OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.		EFFECTIVE DATE MO. DAY. YR. 12 21 18
PODINATIS STELIOS S C/O PODINATIS STELIOS S 25 25 32ND ST ASTORIA, NY 11102		EXPIRATION DATE MO. DAY. YR. 12 21 18
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. RESIDENTIAL APPRAISER.		
<small>In Witness Whereof, The Department of State has caused this official seal to be hereunto affixed.</small> ROSEANA ROSADO SECRETARY OF STATE		

009-1088 (Rev. 3/01)

15000015966

State of New York
Department of State

DIVISION OF LICENSING SERVICES

Control
No 89547

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO
THE PROVISIONS OF ARTICLE 36 OF THE EXECUTIVE
LAW AS IT RELATES TO REAL ESTATE APPRAISERS.

HABERMAN TRUDI
C/O HABERMAN TRUDI
1070 LINDS RD
WOODMERE, NY 15191

EXPIRATION DATE

01 01 18

EXPIRATION DATE

01 01 18

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

CESAR A. PERALES
SECRETARY OF STATE

UNIQUE ID NUMBER
48000022616

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. 95196

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO
THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE
LAW AS IT RELATES TO REAL ESTATE APPRAISERS,

EFFECTIVE DATE

MO. DAY YR.
08 21 16

STEPHENS RICHARD C
C/O STEPHENS RICHARD C
24 ROBINSON DR
BETHPAGE, NY 11714

EXPIRATION DATE

MO. DAY YR.
08 20 18

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed

ROSSANA ROSADO
SECRETARY OF STATE

DOCS-1008 (Rev. 3/01)

UNIQUE ID NUMBER
48000050637

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. 85687

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO
THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE
LAW AS IT RELATES TO REAL ESTATE APPRAISERS.

EFFECTIVE DATE

MO.	DAY	YR.
06	22	15

KELLY DANIEL F
C/O DANIEL F KELLY
18 FAIROAKS LN
SMITHTOWN, NY 11787

EXPIRATION DATE

MO.	DAY	YR.
06	21	17

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

CEBAR A. PERALES
SECRETARY OF STATE

DOS-1038 (Rev. 3/01)

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

1. Name of the Entity: Michael Haberman Associates, Inc.

Address: 125 Front Street

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2510480

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co x Closely Held Corp Other (specify)

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

✓ Michael Haberman, 1070 Links Road, Woodmere, NY 11589

✓ Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

✓ Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

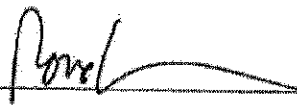
None

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

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

Dated: March 2, 2017

Signed:



Print Name: Ronald Haberman

Title: Vice President

Page 4 of 4

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

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date this agreement is executed by the County Executive, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, Division of Real Estate Services, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Michael Haberman Associates Inc., a New York State Corporation, having its principal office at 125 Front Street, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW14000019 between the County and the Contractor, executed on behalf of the County on December 10, 2014, as, (the "Original Agreement"), the Contractor shall provide on an as-needed basis, real property appraisals, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from December 10, 2014 to December 09, 2016, unless sooner terminated in accordance with the terms of the Original Agreement; and

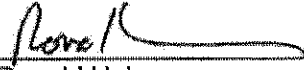
WHEREAS, the County desires to extend the Original Agreement by one (1) year.

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

1. Extension of Term. The Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be December 9, 2017.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

MICHAEL HABERMAN ASSOCIATES, Inc.

By: 
Name: Ronald Haberman
Title: Vice President
Date: March 2, 2017

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 2nd day of March in the year 2017 before me personally came Ronald Haberman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice- President of Michael Haberman Associates, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Karen Schreiner

NOTARY PUBLIC

KAREN SCHREINER
Notary Public, State Of New York
No. 01506078829
Qualified In Nassau County
Commission Expires August 12, 20 17

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a _____ County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: CQPW14000019



Department: DPW, Real Estate Services

E-159-14**Contract Details**

SERVICES: Real estate appraisal services

NIFS ID #: CQPW14000019

NIFS Entry Date: 6/12/14

Term: Execution - 2 years

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

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

Agency Information

Vendor	
Name Michael Haberman Associates, Inc.	Vendor ID# 112510480
Address 125 Front Street Mineola, New York 11501	Contact Person Michael Haberman Phone (516) 739-8080

County Department
Department Contact Theodore Hommel
Address One West Street, Mineola, New York 11501
Phone (516) 571-6077

Routing Slip

DATE Recd.	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	6/12/14 6/12/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	6/13/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/17/14	County Attorney	CA, RE&I Verification <input checked="" type="checkbox"/>	6/17/14	[Signature]	
6/17/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/17/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	6/19/14	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	6/19/14	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	6/15/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/19/14	[Signature]	



Contract Summary

Description: Original Agreement.
Purpose: To provide the County with "on-call" real estate appraisal services for either County owned real estate or property being acquired by the County.
Method of Procurement: An RFP was issued on April 10, 2013. A total of four (4) firms responded to the RFP. An Evaluation Committee of two Deputy County Attorneys and a Deputy County Executive reviewed and scored each of the proposers. Four firms were selected to provide services as needed. Michael Haberman Associates, Inc. was one of the firms selected.
Procurement History: Request For Proposals issued April 10, 2013. Four (4) proposals were received. Each was reviewed by the Evaluation Committee which recommended acceptance of each.
Description of General Provisions: contract for on-call real estate appraisal services; term of two years with the County having the right, in its sole discretion, to extend the term for two (2) one year extensions. The maximum amount to be paid under this contract is \$30,000 per year
Impact on Funding / Price Analysis: \$30,000.00 per annum maximum. Each contractor will be paid in arrears and will submit a claim voucher for the services provided in accordance with the fee schedule attached as Appendix "B" to the contract.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PW
Resp:	1100
Object:	DE50
	0
Transaction:	103

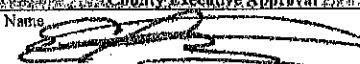
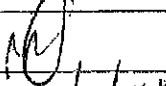
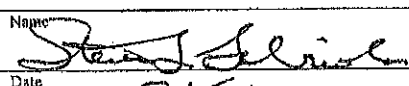
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$30,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$30,000.00

LINE	EX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	\$30,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$30,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: <u>6/19/14</u>
Date: <u>12/9/14</u>	Date: <u>8/5/14</u>	E #: _____ (For Office Use Only)

E-159-14

RULES RESOLUTION NO: 189-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF
PUBLIC WORKS DIVISION OF REAL ESTATE SERVICES AND MICHAEL
HABERMAN ASSOCIATES, INC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 06/30/14

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County of Nassau, on behalf of the Department of Public Works Division of Real Estate Services, issued a Request For Proposals for on-call appraisal services and Michael Haberman Associates, Inc. was selected by the RFP Evaluation Committee to enter into a personal services agreement with the County of Nassau for on-call appraisal services, a copy of which agreement is on file with the Clerk of the Legislature; now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said agreement with Michael Haberman Associates, Inc. and be it further

RULES RESOLUTION NO: -2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS DIVISION OF REAL ESTATE SERVICES AND MICHAEL HABERMAN ASSOCIATES, INC.

WHEREAS, the County of Nassau, on behalf of the Department of Public Works Division of Real Estate Services, issued a Request For Proposals for on-call appraisal services and Michael Haberman Associates, Inc. was selected by the RFP Evaluation Committee to enter into a personal services agreement with the County of Nassau for on-call appraisal services, a copy of which agreement is on file with the Clerk of the Legislature; now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said agreement with Michael Haberman Associates, Inc. and be it further

Hon. George Maragos
Comptroller



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

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

CONTRACTOR NAME: Michael Haberman Associates, Inc.

CONTRACTOR ADDRESS: 125 Front Street, Mineola, NY 11501

FEDERAL TAX ID #: 11-2510480

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

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

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

The Contract was entered into after a written request for proposals was issued on April 10, 2013. Potential proposers were made aware of the availability of the RFP by posting on the Nassau County website, newspaper advertisement in Newsday and posting on Nassau County Bid Solicitation Board. Fourteen (14) potential proposers requested copies of the RFP. Proposals were due on May 10, 2013. Four [4] proposals were received and evaluated. The evaluation committee consisted of: DCA Errol E. Williams, DCA Kevin Walsh and Deputy County Executive Charles Theofan. The proposals were scored and ranked. As a result of the scoring and ranking all four proposals were selected.

III. This is an amendment of an existing contract.

The contract was originally executed by Nassau County on October 10, 2006. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued. The Contractor was the lowest bidder.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains

the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

6/12/14
Date

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

EDWARD P. MANGANO
COUNTY EXECUTIVE



CARNELL T. FOSKEY
COUNTY ATTORNEY

NASSAU COUNTY
OFFICE OF THE COUNTY ATTORNEY
ONE WEST STREET
MINEOLA, NEW YORK 11501
PHONE: (516) 571-3056

MEMORANDUM

To: Nassau County Comptroller's Office
From: Theodore E. Hommel, Deputy County Attorney
Re: Request for Proposals for On-Call Appraisal Services
Date: June 11, 2014

On April 10, 2013, the Department of Real Estate Planning and Development issued a Request for Proposals for On-Call Appraisal Services for the appraisal of County-owned properties. On May 10, 2013 proposals from four (4) firms were received. In July, 2013, after reviewing the proposals, a proposal committee composed of Charles Theofan (Deputy County Executive), Errol E. Williams (Deputy County Attorney) and Kevin Walsh (Deputy County Attorney) met to discuss the proposals. The Committee scored the proposals and decided to award four (4) contracts for an annual maximum of \$30,000 each as such to:

- Michael Haberman Associates, Inc. – All services
- Standard Valuation Services – All services
- Wilson Appraisal Services, Inc. – All services
- John S. Goess Realty Appraisal, Inc. – All services

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

06/12/2014
12:14 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : BUTLER, JOHN 1-9625
DOCUMENT NUMBER :
INITIATING DEPT : PW
INPUT PERIOD (MM YYYY) : 06 2014 JUNE
VENDOR NUMBER / SUFFIX :
APPROVAL TYPE :
VENDOR NAME :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER :
DUE DATE :
DOCUMENT AMOUNT :
NUMBER OF LINES :
TRANSACTION CODE HASH :
TERMS :
NOTEPAD (Y OR N) :

POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CQPW14000019

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

06/12/2014
12:14 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : BUTLER, JOHN 1-9625
DOCUMENT NUMBER : CQPW14000019 INITIATING DEPT : PW
INPUT PERIOD (MM YYYY) : 06 2014 JUNE
VENDOR NUMBER / SUFFIX : 112510480 01 APPROVAL TYPE : 01
VENDOR NAME : MICHAEL HABERMAN ASSOCIATES INC
VENDOR ADDRESS : 125 FRONT STREET

COUNTRY : MINEOLA NY 115014402
ALPHA VENDOR : USA
BANK NUMBER : MICHAEL HABERMAN ASSOC
DUE DATE : TREAS NO :
DOCUMENT AMOUNT : 30,000.00 SINGLE CHECK :
NUMBER OF LINES : 1 CURRENCY CODE :
TRANSACTION CODE HASH : RESPONSIBLE UNIT :
TERMS : NOTEPAD (Y OR N) : N
POSTING/EDIT ERRORS :
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F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

FAML4050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

06/12/2014
12:14 PM

DOCUMENT : CQPW14000019 - 01 INPUT PER: 06 2014 AMOUNT : 30,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : APPRAISAL SERVICES - ON CALL
TRANS AMOUNT : 30,000.00
INDEX : PWGEN1100 REAL ESTATE SERVICES
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC		F9-LINK	F10-SAVE	
G014 - RECORD FOUND				

LINK TO:

CURRENT YR BUDGET & OBLIGATION SUMMARY

2:53 PM

ACTIVE :

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 06 2014 JUNE 2014

INDEX : PWGEN1100 REAL ESTATE SERVICES

ORGANIZATION :

CHARAC / OBJECT :

FDTP FUND SFND :

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	SUBOBJ DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
DD403	INFORMATIO	1,500	1,500		1,500
DD419	MISCELLANE	77,200	77,200	1,227	75,973
DE500	MISCELLANE	101,000	101,000		101,000
80981	COLISEUM R			-2,391,499	2,391,499
94994	RENT	14,948,917	13,948,917	12,413,886	1,535,031
	EXP TOTAL	15,335,895	14,335,895	10,213,365	4,122,530
	REV - EXP	4,205,975	5,205,975	-6,675,724	-11,881,699

F1-HELP F2-SELECT
 F7-PRIOR PG F8-NEXT PG F9-LINK
 G012 - NEXT PAGE DISPLAYED

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date this agreement is executed by the County Executive (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Real Estate Planning and Development, having its principal office at One West Street, Room 200, Mineola, New York 11501 (the "Department"), and (ii) Michael Haberman Associates, Inc., a New York State corporation, having its principal office at 125 Front Street, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence upon the date this Agreement is executed on behalf of the County (the "Commencement Date") and shall terminate upon the two (2) year anniversary of the Commencement Date, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods in the County's sole discretion.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of, on an as-needed basis, performing appraisals for the County in accordance with Appendix A attached hereto ("Services"). Work may be assigned to the Contractor in the sole and absolute discretion of the County.

(b) No Guarantee of Work. Contractor is not guaranteed work under this Agreement. This Agreement only provides Contractor with the eligibility to perform the Services described in this Agreement for which it has previously stated that it has the skill set and can provide the necessary Services. Work may be assigned a contractor only when deemed necessary by the County and may be assigned by the County to the Contractor or any other contractor with which the County has a contract to perform the Services.

(c) County Ownership and Control of Work Product. Any reports, plans, specifications, engineering calculations, surveys, technical data, all miscellaneous drawings, and all information contained therein provided or produced by the Contractor in connection with its performance under this Agreement shall be the property of the County. The County hereby grants the Contractor the right to retain copies of such materials and information for use in any future work with the County. It is understood and agreed that the Contractor may not disseminate these materials to any person or entity nor may the Contractor use these materials for purposes other than work for the County, without the prior written approval of the County.

(d) Infringement. The Contractor warrants and represents that all deliverables required by this Agreement to be created for the County (the "Deliverables" or a "Deliverable") do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. The Contractor shall indemnify, defend and hold harmless the County from and against all third party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the County may suffer or incur relating to any claim or

action alleging that any Deliverable infringes any U.S. copyright, trade secret, patent right of design, or other third party intellectual property right. In the event of any third party claim against the County in respect of the Deliverable, the Contractor, at its option, may (i) obtain the right to produce or use the Deliverable without obligation on the part of the County to the owner of the allegedly infringed intellectual property, (ii) modify the Deliverable, without materially diminishing the functionality or performance, thereof, to become non-infringing at the Contractor's sole expense or (iii) require that the County discontinue the use of infringing Deliverable and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence are in addition to, and not in lieu of, its indemnification and defense obligations in connection with an infringement claim. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Deliverable, to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with the County's specific instructions.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed Thirty Thousand and 00/100 Dollars (\$30,000.00) per year payable in accordance with the fee schedule attached hereto as Appendix B.

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

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

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

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

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

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

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

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

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

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

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

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence,

including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

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

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required

hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-

Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty and 00/100 dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

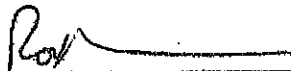
21. Executory Clause. Notwithstanding any other provision of this Agreement:

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

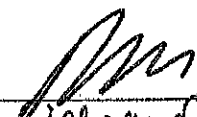
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

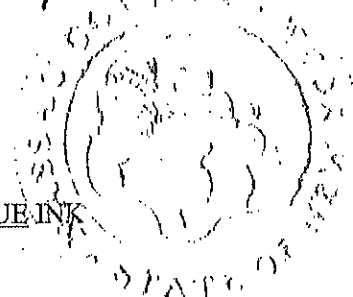
MICHAEL HABERMAN ASSOCIATES, INC.

By: 
Name: Ronald Haberman
Title: V-President
Date: June 5, 2014

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 12/10/14

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5th day of June in the year 2014 before me personally came Ronald Haberman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the V-President of Michael Haberman Assoc Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Karen Schreiner

NOTARY PUBLIC

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC8078829
Qualified In Nassau County
Commission Expires August 12, 20 14

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01SP1253028
Qualified In Nassau County
Commission Expires April 02, 20 16

Appendix A

Services Schedule

The Services that shall be provided by the Contractor, as requested by the County, are as follows:

1. **Commercial Building Appraisals** – The Contractor shall, at the request of the County, prepare and submit appraisal reports of assigned properties indicating an estimate of fair market value. This includes office, retail and industrial properties. The report shall include the collection of property specific data for both the subject property and comparable sales. Reports must also include descriptions of selected comparable sales, adjustments of sales comparable to the subject property, weighing of comparables and an indication of market value.
2. **Leasehold/Rental Interest Appraisals** – The Contractor shall, at the request of the County, prepare and submit appraisal reports of assigned properties indicating the fair rental value for either the County being the tenant or the landlord for the assigned parcel.
3. **Vacant Land Appraisals** – The Contractor, at the request of the County, must prepare and submit self-contained, fully-documented appraisal reports indicating the fair market value of assigned County-owned vacant land and any and all associated property rights. This may include an unencumbered fee simple interest, servient estate (negative easement) and dominant estate (positive easement). The Contractor must verify the real property rights to be appraised, clearly define the real property rights within the report and utilize generally accepted appraisal techniques in performing and reporting the appraisal process.
4. **Limited Appraisal Reports** – The County, for certain undersized parcels of vacant land may request a “letter” evaluation indicating fair market value. In most of these instances, conveyances are made to an adjoining property owner. Such “letter” shall indicate the fair market value of the property assigned and shall be prepared in a manner consistent with a “Restricted Use Appraisal Report” as set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) Standard 2(c). Fees for these reports may not exceed \$400 per report for properties less than 25,000 square feet or \$500 per report for properties over 25,000 square feet.
5. **Consulting Services** – Subsequent to the submission of an appraisal assignment, the Contractor shall make available to the County the individual responsible for said report to answer any questions, and attend any meeting or conference, etc. for a period of one hour free of charge.
6. **Easement Valuations** – The Contractor, at the request of the County, shall estimate the market value of permanent and temporary easements, including conservation easements, based upon a careful review and reporting of the area encumbered by the easement, the easement’s use and specific real property rights associated with the easement(s). A “before and after” appraisal of the property encumbered by said easement will be considered and conducted where appropriate, at the request of the County. This scope of service will similarly apply to the valuation of properties that are burdened by easements.
7. **Review Appraisals** – At the request of the County, the Contractor shall review one or more appraisals of the same property from different appraisers to determine which appraisal more accurately reflects the value of the subject property based upon the content of the appraisal and the methodologies used.

Reports must be submitted in hard copy in all cases and, when requested, in electronic form. The County will prescribe the form and medium of the electronic data, including digitalized photographs. The County may authorize the use of a substitute form proposed by the Contractor. The data for subject and comparable properties shall include, but not be limited to, as applicable, address; legal description; school district; property use code; building style; proximity to the subject property; sale price; sale date; photographs; lot dimensions; lot size; actual age; gross floor area of living space; number of rooms; number of baths; basement type and size; garage type and size; location factors (negative and positive influences, such as water views, busy streets and proximity to commercial uses) and other amenities (such as pools, fireplaces and decks). All documents and data relating to the subject property, which are collected in the course of the appraisal or evaluation, will be submitted to the County along with such report. Additionally, the Contractor must be able to respond to quality control inquiries in a timely manner.

All appraisals must be prepared in compliance with the USPAP, including USPAP's Competency Rule, Scope of Work Rule, Standard 1 and Standard 2.

APPENDIX B

COST PROPOSAL AND NON COLLUSIVE PROPOSAL CERTIFICATION

Please complete the following form. A proposer must complete each line in order to submit a complete proposal, with the exception of "limited appraisal reports," which are optional. In addition, a proposer may submit a proposal only proposing to perform "limited appraisal reports" for the County.

<u>Type of Appraisal</u>	<u>Size of Property</u>	<u>Proposed Fee</u>
Commercial Building (Market Value)	100,000 sq. ft. or less (Irrespective of total lot size)	<u>\$3,250</u>
Commercial Building (Market Value)	Greater than 100,000 sq. ft. (Irrespective of total lot size)	<u>\$3,750</u>
Vacant Land (Market Value)	Less than 1 acre	<u>\$2,000</u>
Vacant Land (Market Value)	1 acre to less than 10 acres	<u>\$2,500</u>
Vacant Land (Market Value)	10 acres or greater	<u>\$3,500</u>
Commercial Building (Rental Analysis)	100,000 sq. ft. or less (Irrespective of total lot size)	<u>\$2,500</u>
Commercial Building (Rental Analysis)	Greater than 100,000 sq. ft. (Irrespective of total lot size)	<u>\$3,000</u>
Vacant Land (Rental Analysis)	100,000 sq. ft. or less Less than 1 acre	<u>\$2,250</u>
Vacant Land (Rental Analysis)	Greater than 100,000 sq. ft. 1 acre	<u>\$2,750</u>
Easement Valuations	less than ½ acre	<u>\$2,500</u>
Easement Valuations	½ acre to less than 5 acres	<u>\$3,500</u>
Easement Valuations	5 acres to less than 50 acres	<u>\$4,000</u>
Easement Valuations	50 acres or greater	<u>\$5,000</u>
Review Appraisals	N/A	<u>\$1,500</u>
Consulting Services (Beyond First Hour)	N/A	<u>\$ 200</u>
Limited Appraisal Reports (Vacant Land)	Less than 10,000 sq. ft.	<u>\$ 400</u> (No more than \$400 per report)
Limited Appraisal Reports (Vacant Land)	10,000 sq. ft. and greater	<u>\$ 500</u> (No more than \$500 per report)

(Appendix continued on next page)

Note: The proposed fees presented above are suggested fees only and are negotiable. We have made two alterations based on earlier RFPs.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and

shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified

Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

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

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

these rules.

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Ronald Haberman (Name)

125 Front Street, Mineola, NY 11501 (Address)

(516) 739-8080 (Telephone Number)

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

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

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

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


June 5, 2014
Dated


Signature of Chief Executive Officer

Ronald Haberman
Name of Chief Executive Officer

Sworn to before me this

5th day of June, 2014.


Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 20 14

