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Date: February 26, 2018
Vendor Name: Michael Haberman Associates, Inc.
Contract Number: A-30-2018
Contract Manager Name: Kimberly Stanton

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		Counsel to C.E.
	Budget	03/2/2018 JS	County Atty.
	Deputy C.E.		County Exec.

Purpose: To purchase an ‘off-the-shelf’ software package which will provide the Department of Assessment with a Comparable Market Analysis (CMA) for claims on a parcel level for use in the Small Claims Assessment Review. Vendor will provide software in a Non-Hosted format (from March 1, 2018 through August 31, 2018, with the option to extend) for the 2018/2019 Tax year.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where seven (7) vendors viewed the bid, of which one (1) vendor was a woman/minority owned businesses. Two (2) bids were received.

Impact on Funding: Project cost is Three Hundred Sixty-Eight Thousand Dollars (\$368,000.) from general funds.

Recommendation: Purchasing recommends awarding a purchase order to Michael Haberman Associates, Inc. as lowest responsible bidder meeting specifications.

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MASSACHUSETTS
COUNTY OF
SUFFOLK

COUNTY OF NASSAU
INTER -- DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-30-2018

FROM: ROBERT CLEARY-DIRECTOR OF PROCUREMENT COMPLIANCE

DATE: MARCH 01, 2018

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF ASSESSMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF THREE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS (\$368,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT ASSESSMENT TO MICHAEL HABERMAN ASSOCIATES, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE A COMPARABLE MARKET ANALYSIS SOFTWARE FOR NASSAU COUNTY DEPARTMENT OF ASSESSMENT.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


MICHAEL SCHLENOFF
ACTING DIRECTOR OF PURCHASING

MS: br

ENCL:

- (1) STAFF SUMMARY
- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) BID SUMMARY
- (5) BID PROPOSAL
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) RECOMMENDATION OF AWARD
- (8) POLITICAL CONTRIBUTION FORM



RULES RESOLUTION

2018

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT AND MICHAEL HABERMAN ASSOCIATES, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 20867-02208-018 to provide Comparable Market Analysis (CMA) software for the Nassau County Department of Assessment as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm MICHAEL HABERMAN ASSOCIATES, INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with MICHAEL HABERMAN ASSOCIATES, INC.



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?

Nassau County Republic Committee - 11/1/16 - 1/8/18 - \$4,550

Citizens for Nicoletto - 3/23/17 - \$500

Campaign for Todd Kaminsky - 12/14/17 - \$5,000

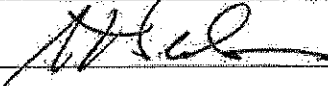
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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: February 26, 2018

Signed: 

Print Name: Michael Haberman

Title: President

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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TITLE

Page 2 of 4

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

None

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

None

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Page 3 of 4

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

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, @018, 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 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

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

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

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

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

Dated: 2/15/18

Signed: [Signature]

Print Name: Richard H. DeSena

Title: Pres.

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[Signature]
BIDDER

[Signature]

TITLE

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.

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

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TITLE

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 / 1979 Treasurer 10 / 1 / 1970
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 2 / 1 / 1976
Vice President 2 / 1 / 1976 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Michael Haberman owns 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Michael Haberman
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Per.
TITLE

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.

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BIDDER


TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

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.

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TITLE

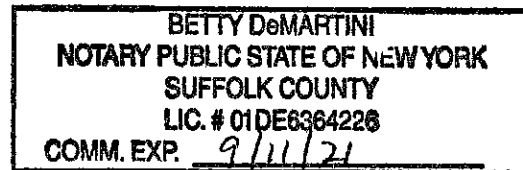
CERTIFICATION

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 15 day of February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Michael Haberman
Print name

[Signature]
Signature

President
Title

2, 15, 18
Date

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[Signature]
BIDDER

[Signature]
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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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) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 6 / 1 / 1985 ____/____/____
(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.

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TITLE

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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.
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 - 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.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

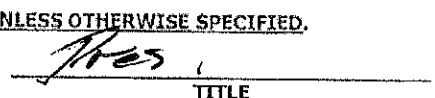
FORMAL SEALED BID PROPOSAL
20867-02208-018

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.

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BIDDER


TITLE

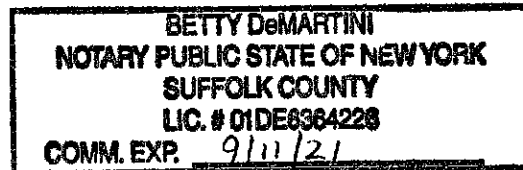
CERTIFICATION

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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 15 day of February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Ronald Haberman
Print name

Ronald Haberman
Signature

Vice President
Title

2, 15, 18
Date

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Ronald Haberman
BIDDER

Michael Haberman
TITLE

PRINCIPAL QUESTIONNAIRE FORM

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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) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 10 / 1 / 2016 ____/____/____
(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.

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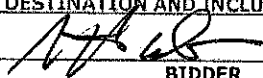

TITLE

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.

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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.

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TITLE

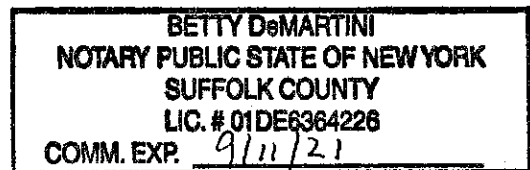
CERTIFICATION

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 15 day of February 2018

Betty DeMartini
Notary Public



Michael Haberman Associates, Inc.
Name of submitting business

Thomas Donato
Print name

Thomas Donato
Signature

Vice President
Title

2, 15, 18
Date

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Michael Haberman
BIDDER

Michael Haberman
TITLE

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". No blanks.

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

Date: February 14, 2018

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: None

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 X If Yes, provide details: _____

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COUNTY OF NASSAU STATE OF NEW YORK

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

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

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

No conflict exists

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

No conflict exists

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

The Company has always maintained and will continue to maintain a policy restricting 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

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- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **See Principal Questionnaire Form**
- iii) Name, address and position of all officers and directors of the company; **See Principal Questionnaire Form**
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 16
- vi) Annual revenue of firm; \$1,917,888
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

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.

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

Company Town of Babylon

Contact Person Joan Ball, Assessor

Address 200 East Sunrise Highway

City/State Lindenhurst, New York 11757

Telephone 631-957-3014

Fax # 631-957-4409

E-Mail Address jball@townofbabylon.com

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

Company City of Glen Cove

Contact Person Timothy Tenke, Mayor

Address 9 Glenn Street

City/State Glen Cove, New York 11542

Telephone 516-676-2004

Fax # _____

E-Mail Address _____

Company Town of Huntington

Contact Person Roger Ramme, Assessor

Address 100 Main Street

City/State Huntington, New York 11734

Telephone 631-351-3226

Fax # _____

E-Mail Address rramme@huntingtonny.gov

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TITLE

Date: February 28, 2018

Bid #20867-02208-018
Small Claim Comparable Program

Buyer: Kimberly Stanton

Vendor: Michael Haberman Associates, Inc.
125 Front Street
Mineola, NY 11501

Confirmed References

- 1) Town of Babylon – Joan Ball (631) 957-3014
See copy of email reference attached
- 2) City of Glen Cove – Sandra Clarson (516) 676-2004
See copy of email reference attached
- 3) Town of Huntington – Roger Ramme (631) 351-3226
See copy of email reference attached

Stanton, Kimberly

Reference - Town of Babylon

From: Joan Ball <jball@townofbabylon.com>
Sent: Monday, February 26, 2018 4:31 PM
To: Stanton, Kimberly
Subject: RE: Nassau County Office of Purchasing - References

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Hi Kimberly,

Haberman Associates, Inc. has been a great service to me and the Town of Babylon. They've been handling our SCARs for more than ten years and also do occasional preliminary appraisals as needed for large IDA and commercial projects. Yes, they are easily reached, helpful and quick to respond and just a nice group of people to work with.

Nice hearing from my neighbor to the west ... If you have any other question don't hesitate to reach out !

Joan

From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]
Sent: Monday, February 26, 2018 3:43 PM
To: Joan Ball <jball@townofbabylon.com>
Subject: Nassau County Office of Purchasing - References

Good Afternoon Joan,

I have received a bid from Michael Haberman Associates, Inc. for Small Claims Compatible Programming (SCAR Program) for Nassau County, NY and they have listed you Joan Ball, Town of Babylon as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond?

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
Phone: 516-571-6679
Fax: 516-571-4263
Email: kstanton@nassaucountyny.gov

Nassau County

Long Island, New York



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Stanton, Kimberly

REFERENCE - City of Glen Cove

From: Sandra Clarson <SClarson@cityofglencoveny.org>
Sent: Tuesday, February 27, 2018 1:48 PM
To: Stanton, Kimberly
Subject: RE: Nassau County Office of Purchasing - References

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Hi Kim,

Please see our comments below in Red. We work with Tom Donato in particular, he has been very professional, accommodating and knowledgeable in all of years dealing with him. Would recommend.

Any further questions please do not hesitate to ask.

Thanks,

Sandra Clarson

City Controller

*City of Glen Cove, New York
9 Glen Street
Glen Cove, New York 11542-4106*

PH: 516-676-2789
Fax: 516-320-7834
sclarson@cityofglencoveny.org

From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]
Sent: Monday, February 26, 2018 4:09 PM
To: Sandra Clarson
Subject: FW: Nassau County Office of Purchasing - References

From: Stanton, Kimberly
Sent: Monday, February 26, 2018 4:07 PM
To: 'sclarson@cityofglencove.org' <sclarson@cityofglencove.org>
Subject: Nassau County Office of Purchasing - References

Good Afternoon Sandra,

I have received a bid from Michael Haberman Associates, Inc. for Small Claims Compatible Programming (SCAR Program) for Nassau County, NY and they have listed you Timothy Tenke, City of Glen Cove as a reference. Please give me some insight on this vendor. Has provided assessment services for the city for the past 6 years. Do you have any complaints? No, very knowledgeable and professional. Are they easily reached and quick to respond? Yes

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
Phone: 516-571-6679
Fax: 516-571-4263
Email: kstanton@nassaucountyny.gov

Nassau County

Long Island, New York



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Stanton, Kimberly

Reference - Town of Huntington

From: Roger D. Ramme <RRAMME@huntingtonny.gov>
Sent: Monday, February 26, 2018 3:58 PM
To: Stanton, Kimberly
Subject: RE: Nassau County Office of Purchasing - References

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Kimberly –

I have worked with the Haberman firm for the past 5 years, and their firm has handled between 4,000 and 6,000 SCAR cases annually for my office.

Throughout this period I have had no bad experiences with them. They are easily reached and quick to respond to challenges due to changes in court and office procedures, and have generally been a pleasure to work with. I highly recommend them.

Please feel free to contact me if you require any additional information regarding this firm. Thank you.

Roger

Roger D. Ramme, Assessor
Town of Huntington
100 Main Street
Huntington, New York 11743
Tel: 631-351-3226
Fax: 631-425-0128
Email: rramme@huntingtonny.gov



From: Stanton, Kimberly [mailto:kstanton@nassaucountyny.gov]
Sent: Monday, February 26, 2018 3:43 PM
To: Roger D. Ramme
Subject: Nassau County Office of Purchasing - References

Good Afternoon Roger,

I have received a bid from Michael Haberman Associates, Inc. for Small Claims Compatible Programming (SCAR Program) for Nassau County, NY and they have listed you Joan Ball, Town of Babylon as a reference. Please give me some insight on this vendor. Do you have any complaints? Are they easily reached and quick to respond?

Thank you.

Regards,

Kimberly Stanton

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
Phone: 516-571-6679
Fax: 516-571-4263
Email: kstanton@nassaucountyny.gov

Nassau County

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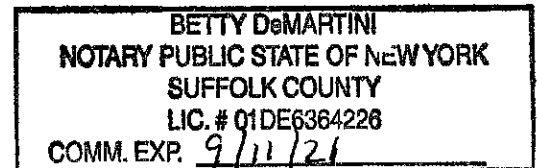
CERTIFICATION

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 15 day of February 2018

Betty DeMartini
Notary Public



Name of submitting business: Michael Haberman Associates, Inc.

By: Michael Haberman
Print name

Signature [Signature]

President

Title
2, 15, 18
Date

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[Signature]
BIDDER

[Signature]
TITLE

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 ☒ 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

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[Signature]
TITLE

Page 2 of 4

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.). 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, or to otherwise engage in lobbying as the term is defined herein. 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

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

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

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

Dated: 8/15/18

Signed: 
Print Name: Michael Haberman

Title: President

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TITLE

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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER



TITLE

OPENED: FEBRUARY 20, 2018 AT 11 A.M.
 BID NO: 20867-02208-018
 REQ. NO: RQAS18000005
 TITLE: SMALL CLAIMS COMPARABLE PR

THINGAN &
ASSOC.

[illegible]

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER: 20867-02208-018
	COUNTY OF NASSAU		Dated: 02/14/2018
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE February 20, 2018 11:00 A.M. E.D.S.T.
BUYER: Kimberly Stanton		TELEPHONE: 516-571-6679	REQUISITION NUMBER: RQAS18000005

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: SMALL CLAIMS COMPARABLE PROGRAM

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.


CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Nassau County Department of Assessment	GUARANTEED DELIVERY DATE 3/1/2018 DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER 11-2510480
---	---

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Michael Haberman Associates, Inc.			
ADDRESS 125 Front Street			
CITY Mineola	STATE NY	ZIP CODE 11501	TELEPHONE 516-739-8080
SIGNATURE OF AUTHORIZED INDIVIDUAL 		Michael Haberman, President	
		PRINT OR TYPE NAME OF SIGNER AND TITLE	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be Approved

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, baling or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
(h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Michael Haberman Associates, Inc.

Address: 125 Front Street, Mineola, New York 11501

Telephone No: 516-739-8080

Fax No: 516-739-1810

1. State Whether: A Corporation X
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors. See below
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

Michael Haberman, 1070 Links Road, Woodmere, New York 11598

Ronald Haberman, 4 Manchester Lane, Stony Brook, New York 11790

Thomas Donato, 2470 Grand Avenue, Bellmore, New York 11710

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BIDDER SIGN HERE


BIDDER


TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

Michael Haberman Associates, Inc.

ADDRESS:

125 Front Street, Mineola, New York 11501

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT

Michael Haberman, 1070 Links Road, Woodmere, New York 11598

VICE PRESIDENT

Ronald Haberman, 4 Manchester Lane, Stony Brook, New York 11790

SECRETARY

VICE PRESIDENT Thomas Donato, 2470 Grand Avenue, Bellmore, New York 11710

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 1968

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Michael Haberman	President	50	Real Estate Appraiser & Consultant	President
Ronald Haberman	Vice President	38	Real Estate Appraiser & Consultant	Vice President
Thomas Donato	Vice President	20	Real Estate Appraiser & Consultant	Vice President

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

None

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION Same as #7 above.

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BIDDER SIGN HERE

Michael Haberman
BIDDER

Michael Haberman
TITLE

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Town of Babylon

ADDRESS: 200 East Sunrise Highway

Babylon, New York 11735

TELEPHONE: 631-957-3014 CONTACT PERSON Joan Ball

CONTRACT DATE: Began in 1998

2. REFERENCE'S NAME: City of Glen Cove

ADDRESS: 9 Glenn Street

Glen Cove, New York 11542

TELEPHONE: 516-676-2004 CONTACT PERSON Timothy Tenke, Mayor

CONTRACT DATE: Began in 2010

3. REFERENCE'S NAME: Town of Huntington

ADDRESS: 100 Main Street

Huntington, New York 11734

TELEPHONE: 631-351-3226 CONTACT PERSON Roger Ramme

CONTRACT DATE: Began in 2012

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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BIDDER

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU, STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
20867-02208-018**

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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TITLE

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 by such title 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, upgrading's, 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, upgrading's, 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, including the 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.

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(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 therefore 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 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

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"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 Best Efforts 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.

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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.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

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Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 – 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 – 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

Page 1 of 4

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Small Claims Comparable Program** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES: Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made March 1, 2018 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

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PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 2 years _____ AFTER BID OPENING

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.

Not applicable _____ days.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

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EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

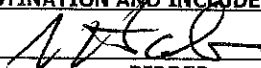
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

- a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1. "Employee," "Employer"

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e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

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b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

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Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

- i. Non-residential domestic violence services under the New York Social Services Law.
 - ii. Services under the Home Energy Assistance Program (HEAP)
- Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

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c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

- a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.
- b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:
 - i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.
 - ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

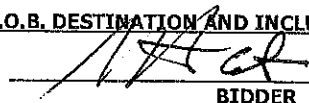
7. Nassau County Employees

- a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.
- b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 21.05 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

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Appendix L

Certificate of Compliance

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

The chief executive officer of the Contractor is:

Michael Haberman (Name)

125 Front Street, Mineola, New York 11501 (Address)

516-739-8080 (Telephone Number)

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

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:

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

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wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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.

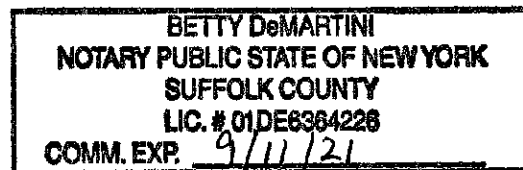
2/15/18
Dated

[Signature]
Signature of Chief Executive Officer

Michael Haberman
Name of Chief Executive Officer

Sworn to before me this
15 day of February, 2018.

[Signature]
Notary Public



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[Signature]
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BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*****VENDOR CLAIM CERTIFICATION*****

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name

Date

By Signature

Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

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43

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause):

Nassau County Must be named as an additional insured

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
20867-02208-018

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE: NOT APPLICABLE

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES N/A

\$ _____

B2) REGULAR HOURLY RATE at \$ _____/hr.

B3) EACH ADDITIONAL QUARTER HOUR at \$ _____/¼ hr.

B4) TRAVEL TIME (IF ANY) _____

B5) MILEAGE (IF ANY) _____

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS _____ %

B7) COST PLUS % _____ %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: _____ days

LABOR: _____ days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
20867-02208-018**

B8) MINIMUM CHARGE (IF ANY) \$ _____

B9) REGULAR HOURLY RATE at \$ _____/hr.

B10) EACH ADDITIONAL QUARTER HOUR at \$ _____/ ¼ hr.

RESPONSE TIME _____ HRS

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED
Michael Haberman DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X


Signature

President
Title


Date

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EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 14 day of Feb., 2018 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Michael Haberman Associates, Inc.

Address:

125 Front Street

Street:

City, Town, etc:

Mineola, New York 11501

Telephone:

516-739-8080

Title: _____

If applicable, responsible Corporate Officer

Name Michael Haberman

Title President

Signature: _____

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

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[Signature]
BIDDER

[Signature]
TITLE

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents.* Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

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BIDDER


TITLE

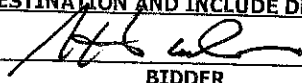
Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties 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.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at <https://eproc.nassaucountyny.gov/SupplierRegister>

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The County will be selecting one vendor. The County will determine whether it will be hosted or not hosted by the County solely at the County's discretion.

OVERVIEW:

THE DEPARTMENT OF ASSESSMENT IS IN NEED OF A SYSTEM OR PROGRAM THAT WILL PROVIDE THEM WITH A COMPARIBLE MARKET ANALYSIS EN MASSE ON A PARCEL LEVEL CONTAINING NO LESS THAN FIVE (5) COMPARIBLE SALES FOR THE UNIVERSE OF CASES THAT FILE A SMALL CLAIMS ASSESSMENT REVIEW IN NASSAU COUNTY SUPREME COURT AGAINST THE COUNTY FOR 2018/2019 TAX YEAR. IN ADDITION TO THE COMPARABLE MARKET ANALYSIS, THE PRODUCT TO BE SUPPLIED SHOULD INCLUDE AN ARIAL MAP SHOWING THE LOCATION OF THE SUBJECT, COMPARABLES SALES AND A RADIUS SEARCH.

SPECIFICATIONS:

Assessment SOW

Assumptions:

- Applications will be used by 10-20 concurrent users
(the program is capable of handling 50 to 60 concurrent users)
- Applications will be needed from March 1, 2018 through August 31, 2018
(The program is currently in use, supporting 17 municipalities throughout Nassau, Suffolk and Westchester, simplifying dispositions of their small claim filings. Changes required to make the program comply with Nassau County specifications are minimal and can be completed well within the required timeframe.)
- The County prefers a HOSTED Solution
(Hosting would be provided through a well know third party vendor which we currently are under contract with.)
- If NOT hosted, the vendor is to provide technical specs as part of their response. Ex OS, CPU, RAM, Platforms needed
(OS: Windows sever 2003 or newer & Windows XP (SP3) or newer), CPU: Intel Pentium 4, AMD Athlon 64 or later), (RAM: 2GB of available Ram(4 GB recommended)), (Platform: R:Base Technologies, Inc)
- Data dump to be provided by the Nassau County Assessment Department
(Our database servers are capable of handling large datafiles with incremental backups completed routinely)

MANDATORY REQUIREMENTS

HOSTED COST

NON-HOSTED COST

- 1) Provide one cost for the Application / licensing for items 1.1 through 1.9 below.

\$ 375,000

\$ 350,000

- 1.1) The CMAs must include for the subject and comparable sales the parcel ID, distance in miles from the subject, school district, location within a Village, the most recent picture, selling price, buyer and seller, sales date, liber-page, class, lot size, house style, stories, year built, rooms/bath, square feet, garage, extras, location influences and a calculation of total adjustments and adjusted sales prices and subject value by average.

(As stated earlier, the program is in use disposing of small claims filing for many municipalities. Making the program compliant with Nassau County specifications would require the addition of 5 data fields to the CMA: Village 2 letter flag, buyer/seller, Liber-page, stories and rooms. The program also includes the ability to select comparable sales on a neighborhood basis. The minimal changes as indicated can be completed well within the required timeframe.) (see attachment 1.1)

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- 1.2) The CMAs must be prepared using standard appraisal practices but that the adjustments be determined by the NC Dept. of Assessment and that the adjustments are able to be made en masse pertaining to all parcels or en masse at various price points.

(The program was designed to comply with typical appraisal practices having the ability to adjust on a per parcel basis or mass basis.) (see attachment 1.2)

- 1.3) Each CMA must have the ability to be manipulated individually, so that comparable sales can be put in or removed as seen fit by the individual handling the case and with the calculations modified to reflect the changes in live time and then being able to be run/printed as modified.

(Knowing that an appraiser will not always agree with comparable sales selected through the use of an algorithm, the program has the full flexibility of replacing comparable sales on the fly.)

(see attachment 1.3)

- 1.4) The CMA program must be capable of being set in an "comparability mode", such that no comparable is chosen for a CMA that is less than a certain percentage off the price of the subject.

(The rational was realized in the early stages of development, feedback from appraisers indicated that picking comparable that were truly not comparable, did not provide reliable values. Therefore, adjustable parameters were incorporated into the system.) (see attachment 1.4)

- 1.5) The program must be flexible, so it could be run by court date or the representative in addition to its being run all at one time.

(The program is currently designed to run batch files by court date. Updating it with the ability to run by SCAR Rep. would be of minimal effort.) (see attachment 1.5)

- 1.6) The program must allow the Department of Assessment to set the date parameters for choosing of the comparable sales.

(Date parameters are fully flexible, permitting current valuation or historic valuation where needed in an Article 7 filing. Sale price trending is provided for a 7-year period having the ability to utilize more sales in less active communities.) (see attachment 1.6)

- 1.7) The program must be flexible for the Department of Assessment to be able to determine the weight given to various factors in choosing comparable sales, i.e. distance from the subject, school district, and such additional parameters as the Department sees fit to institute.

(The ability to weight variables such as distance, school district, waterfront, style and so on, is the backbone of our system, providing the ability to fine tune external influences when needed.) (see attachment 1.7)

- 1.8) The provider must submit to the Dept. of Assessment, a comparable market analysis report in an electronic format that is capable of interfacing with the County's printing services to allow the County to print the reports when completed.

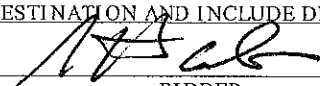
(The program is fully Microsoft compliant and permits use of all standard print drivers along with ODBC connections.)

- 1.9) The program must have the ability to provide a "bucket list" of sales (radius search) in distance from the subject. The program must have the ability to provide a default distance in choosing sales, but also have the ability to be adjusted by the Tax Specialist for individual properties when necessary. The sales in the bucket list must include the name of the buyer and seller for verification relative to the validity of the transaction.

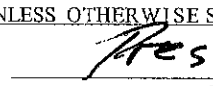
(One of our earliest updates incorporated the use of radius reports. It was realized by our appraisers that we had no method to qualify if the program was missing the mark on value as indicated by the surrounding sales. The feature is fully adjustable on a mass or individual basis. Minor work to the report would require addition of buyer/seller.) (see attachment 1.9)

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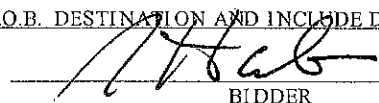


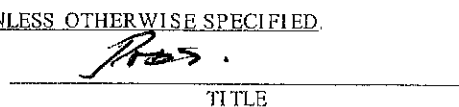
TITLE

	<u>HOSTED COST</u>	<u>NON-HOSTED COST</u>
2) The vendor must provide on-site training to 10-20 Assessment staff at Nassau County offices	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>
3) The vendor must provide Maintenance / support for 6-month period March 1, 2018 to August 31, 2018.	\$ <u>12,000</u>	\$ <u>12,000</u>
 TOTAL COST FOR ITEMS # 1-3	 \$ <u>393,000</u>	 \$ <u>368,000</u>
<hr/>		
4) The vendor must provide hourly cost for onsite Professional services if needed	\$ <u>250</u> /Hr	\$ <u>250</u> /Hr
5) The vendor must provide a single cost for extending items #1-3 above for 1 year.	\$ <u>275,000</u>	\$ <u>275,000</u>
6) The vendor must provide hourly cost for onsite Professional services if needed for the 1-year extension	\$ <u>250</u> /Hr	\$ <u>250</u> /Hr

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BIDDER


TITLE

ADDENDUM

- 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, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	Vice-President

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

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	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 completed revaluations of eight villages in Nassau under the certification of the Office of Real Property Tax Services and continues to handle their tax certiorari and small claims approximating 2,500 cases per year.
- The Company has acted in the past as consultants to the County of Nassau's Department of Assessment in defense of its Class 1 Assessment Roll over a ten year period requiring the preparation of between 20,000 and 30,000 Comparable Market Analyses (CMA's) each year. The Company attended SCAR hearings in front of judicial hearing officers when required and submitted all necessary support and reporting requirement documents to the County's Department Assessment.
- 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 21 years requiring the preparation of between 3,000 and 6,000 CMA's each year. The Company

has acted as consultants to the Town of Huntington's Department of Assessment in the defense of its Class 1 Assessment Roll over the past six years requiring the preparation of between 4,000 and 6,000 CMA's 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 towns' Departments of Assessment. The number of cases disposed of, total percentage reduction in assessments, and the percentage not receiving any assessment reductions follows.

<u>Town of Babylon Small Claim Results</u>		
	<u>2014/2015</u>	<u>2015/2016</u>
Total Case Loading	3,593	4,313
Less: Adjourned	12	8
Not yet adjudicated	<u>9</u>	<u>2</u>
Total Cases Disposed Of	3,572	4,303
Starting Assessment	\$14,049,840	\$16,216,469
Ending Assessment	<u>13,721,309</u>	<u>15,869,229</u>
Total Reduction in Assessment	\$328,531	\$347,240
Total % Reduction in Assessment	2.34%	2.14%
Parcels Receiving Reductions	930	1,086
Parcels with No Change in Assessment	<u>2,642</u>	<u>3,217</u>
Total Cases Disposed Of	3,572	4,303
% Receiving Assessment Reductions	26.04%	25.24%
% Not Receiving any Assessment Reductions	<u>73.96%</u>	<u>74.76%</u>
Total	100.00%	100.00%

Town of Huntington Small Claim Results		
	<u>2014/2015</u>	<u>2015/2016</u>
Total Case Loading	3,970	5,577
Less: Adjourned	12	5
Not yet adjudicated	2	0
Total Cases Disposed Of	3,956	5,572
Starting Assessment	\$18,581,157	\$24,924,706
Ending Assessment	<u>17,969,891</u>	<u>24,106,340</u>
Total Reduction in Assessment	\$611,266	\$818,366
Total % Reduction in Assessment	3.29%	3.28%
Parcels Receiving Reductions	1,601	2,260
Parcels with No Change in Assessment	<u>2,355</u>	<u>3,312</u>
Total Cases Disposed Of	3,956	5,572
% Receiving Assessment Reductions	40.47%	40.56%
% Not Receiving any Assessment Reductions	<u>59.53%</u>	<u>59.44%</u>
Total	100.00%	100.00%

- The Company has recently completed the monitoring of the reassessment for the Towns of Greenburgh, Ossining and North Salem.
- 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 ten 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.

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

See immediately following.

- A. Indicate number of years in business. 48
- B. 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 the Company's track record of providing CMA's which is based on continually evolving systems/computer programs for municipalities over a 25-year period makes us qualified to meet goals required for this Bid. Our CMA system precludes possibilities of producing inconsistent valuations. This has been proven numerous times after our village annual revaluations and subsequent small claim appraisals.

The Company has recently completed the first part of a systematic review of all commercial and multi-family properties within Nassau County.

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 is located in an owner occupied two story office building in the heart of Mineola, two blocks from the Assessment Department offices 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.

- C. 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.

Nassau County

- Deputy County Assessor Steve Corte, County of Nassau, 240 Old Country Road, Mineola, NY 11501. Phone (516) 571-3587
- Mayor Timothy Tenke, City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, NY 11542. Phone (516) 676-2004
- Administrator, Ralph Suozzi, Village of Garden City, 351 Stewart Avenue, Garden City, NY 11530. Phone (516) 465-4051
- Administrator Kathleen L. Santelli, Village of Great Neck Estates, 4 Atwater Plaza, Great Neck, NY 11021. Phone (516) 482-8284

- Mayor Adam Hoffman, Village of Lake Success, 318 Lakeville Road, Lake Success, NY 11020. Phone (516) 482-4411
- Mayor Steven Kirschner, Village of Russell Gardens, 6 Tain Drive, Russell Gardens, NY 11021. Phone (516) 482-8246
- Administrator Bruce Kennedy, Village of Sea Cliff, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY 11579. Phone (516) 671-0080
- Administrator Joe Gill, Village of Great Neck, 61 Baker Hill Road, Great Neck, NY 11023. Phone (516) 482-0019
- Clerk/Treasurer Gomie Persaud, Village of Kings Point, 32 Steppingstone Lane, Kings Point, NY 11024. Phone (516) 504-1000
- Mayor Robert Weitzner, Village of Port Washington North, 3 Pleasant Avenue, Port Washington North, NY 11050. Phone (516) 233-9581
- Mayor Ralph Ekstrand, Village of Farmingdale, Village Hall, 361 Main Street, Farmingdale, NY 11735. Phone (516) 249-0093
- 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) 957-3014
- Assessor Fernando Gonzalez, Town of Ossining, 16 Croton Avenue, Ossining, NY 10562. Phone (914) 762-8274

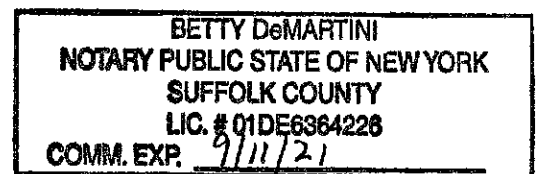
CERTIFICATION

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 15 day of February 2018

Betty DeMartini
Notary Public



Name of submitting business:

Michael Haberman Associates, Inc.

By:

Michael Haberman

Print name

[Signature]
Signature

President

Title

2/15/18

Date

UNIQUE ID NUMBER 46000004476	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 103116
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 11 09 17
HABERMAN MICHAEL C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501		EXPIRATION DATE MO. DAY YR. 11 08 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		
DCS-1008 (Rev. 3/01)		

UNIQUE ID NUMBER 46000004477	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 104736
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 17
HABERMAN RONALD M C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501		EXPIRATION DATE MO. DAY YR. 12 09 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		
DCS-1008 (Rev. 3/01)		

<p><i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES</p>		<p>FOR OFFICE USE ONLY Control No. 93490</p>
<p>PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.</p>		<p>EFFECTIVE DATE MO. DAY YR. 06 19 16</p>
<p>[DONATO THOMAS C/O MICHAEL HABERMAN ASSOCIATE 125 FRONT ST MINEOLA, NY 11501]</p>		<p>EXPIRATION DATE MO. DAY YR. 06 18 18</p>
<p>HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER</p>		
<p><small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE</p>		

<p>UNIQUE ID NUMBER #45000041806</p>	<p><i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES</p>		<p>FOR OFFICE USE ONLY Control No. 96791</p>
<p>PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.</p>		<p>EFFECTIVE DATE MO. DAY YR. 02 03 17</p>	
<p>[KAM JILL M C/O KAM JILL M 112 EDGEWOOD AVE RONKONKOMA, NY 11779]</p>		<p>EXPIRATION DATE MO. DAY YR. 02 02 19</p>	
<p>HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER</p>			
<p><small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE</p>			

UNIQUE ID NUMBER 45000010771	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 96548
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 12 22 18
PODIMATIS STELIOS S C/O PODIMATIS STELIOS S 25 23 32ND ST ASTORIA, NY 11102		EXPIRATION DATE MO. DAY YR. 12 21 19
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. RESIDENTIAL APPRAISER		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1098 (Rev. 3/01)

UNIQUE ID NUMBER 48000019766	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 104245
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. 01 02 18
HABERMAN TRUDI C/O HABERMAN TRUDI 1070 LINKS RD WOODMERE, NY 15981		EXPIRATION DATE MO. DAY YR. 01 01 20
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1098 (Rev. 3/01)







UNIQUE ID NUMBER 48Q00022616	<i>State of New York</i> <i>Department of State</i> 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		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1008 (Rev. 3/01)

UNIQUE ID NUMBER 48Q00050637	<i>State of New York</i> <i>Department of State</i> DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 100867
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 17
KELLY DANIEL F C/O DANIEL F KELLY 18 FAIROAKS LN SMITHTOWN, NY 11787		EXPIRATION DATE MO. DAY YR. 06 21 19
HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT		
<small>In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.</small> ROSSANA ROSADO SECRETARY OF STATE		

DOS-1008 (Rev. 3/01)

Attachment 1.1

Owner: HAYBERT, ROBERT & Address: 26 KIRKWOOD Glen Cove		Municipality: City of Glen Cove Run Date: 02/09/2018 09:57 AM									
Subject		Sale 1		Sale 2		Sale 3		Sale 4		Sale 5	
											
Valuation Date: 01/02/2017 BAR: 1.0000 Assessed Value: \$470,500 Subject Eq Value: \$470,500		26 KIRKWOOD Glen Cove 30/62/18 005 210 SPLIT LEVEL 7 1954 / 1954 0.01		19 DRIFTWOOD Glen Cove 30/62/20 005 210 SPLIT LEVEL 7 1954 / 1954 0.02		27 KIRKWOOD Glen Cove 30/60/6 005 210 SPLIT LEVEL 7 1958 / 1958 0.03		36 KIRKWOOD Glen Cove 30/62/31 005 210 SPLIT LEVEL 7 1958 / 1958 0.07		11 MEADOWFIELD GLEN COVE 30/64/62 005 210 RANCH 7 1960 / 1960 0.11	
Sales Date: Sale Price: Time Adjustment: Location: Condition: Adjusted Sale Price:		08/16/2016 660,000 Average Average 660,000		07/28/2016 550,000 Average Average 550,000		09/12/2016 510,000 Fair Average 535,500		04/22/2016 515,000 Average Average 515,000		05/24/2017 535,000 Average Average 535,000	
Land Area: GLA: # Full Baths: # Half Baths: Basement: Garage: Fireplaces: Central Air: Waterfront: Amenities: Other: Total Adjust: Adjusted Value:		0.15 1691 2 0 Full 2 0 CAC None None None		0.22 2082 3 0 Full 2 1 None None None		0.17 1552 2 0 Full 1 1 CAC None bx school		0.24 1792 2 0 Full 1 0 None None None		0.28 1688 1 1 Full 2 0 None None None	
		-8,625 80 -4,000 5,000 -7,545 652,455		-8,886 -15,640 -6,000 -5,000 5,000 0 -30,526 519,474		-2,103 5,560 6,000 -5,000 0 4,457 539,957		-11,994 -4,040 6,000 5,000 0 -5,034 509,966		-17,445 120 6,000 -4,000 5,000 0 -10,325 524,675	
Market Value: \$529,000		Printed: 02/09/2018 09:57 AM									

Attachment 1.2

SPARC - Adjustments Maintenance for Equalized Value Ranges

Adjustment	Type	A Procedure	Range 1 Start	Range 1 End	Range 1 Adjustment	Range 2 Start	Range 2 End	Range 2 Adjustment
Equal Value	Auto	Subject-Comp * Adjustment	0.00	350,000.00	2.00	350,001.00	500,000.00	3.00
GLA	Auto	Subject-Comp * Adjustment	0.00	350,000.00	35.00	350,001.00	500,000.00	40.00
Waterfront	Auto	Yes/No	0.00	350,000.00	100,000.00	350,001.00	500,000.00	200,000.00
Garage	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Baths	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Half Baths	Auto	Subject-Comp * Adjustment	0.00	350,000.00	3,000.00	350,001.00	500,000.00	4,000.00
Basement	Auto	Yes/No	0.00	350,000.00	10,000.00	350,001.00	500,000.00	10,000.00
Fireplace	Auto	Subject-Comp * Adjustment	0.00	350,000.00	3,000.00	350,001.00	500,000.00	5,000.00
Air Conditioning	Auto	Yes/No	0.00	350,000.00	5,000.00	350,001.00	500,000.00	6,000.00
Amenities	Auto	Subject-Comp * Adjustment	0.00	350,000.00	5,000.00	350,001.00	500,000.00	8,000.00

Finished

adjustments2

Subject: 26 KIRKWOOD Glen Cove										GLA: 1691		Built: 1954		Style: SPLIT LEVEL		Acres: 0.1492		Trimmed Mean: \$25,000.00			
Subject EV-470,500.00																School: 7		Water:			
0.02 15 DRIFTWOOD										GLA: 2082		Built: 1954		Style: SPLIT LEVEL		Acres: 0.1722		IBHood: 7		School: 005	
Glen Cove										Sales 07/07/2015		\$550,000.00		Class: 210							
Distance #	Address	Style	Sale Date	OSAL	Sale Price	Adj Sale Value	Class	Built	GLA	Acres	Weight	Prop Id	Water	Notes	IBR	School					
0.01	1 25 KIRKWOOD	SPLIT LEVEL	08/16/2016	30/62/35	\$60,000.00	\$52,455.00	210	1959	1689	0.2152	-9316	1589			7	005					
0.02	9 19 DRIFTWOOD	SPLIT LEVEL	07/28/2016	30/62/20	\$50,000.00	\$19,474.00	210	1954	2082	0.2172	16609	1355			7	005					
0.03	2 27 KIRKWOOD	SPLIT LEVEL	09/12/2016	30/60/6	\$10,000.00	\$38,957.00	210	1958	1552	0.1653	-3021	1200		bx school	7	005					
0.06	11 DRAFTWOOD	SPLIT LEVEL	11/18/2016	30/62/2	\$10,000.00	\$12,461.00	210	1954	1652	0.1492	3797	1140			7	005					
0.07	20 43 HITCHING POST	H-RANCH	01/10/2017	30/60/70	\$20,000.00	\$67,237.00	210	1973	2555	0.163	39657	1186			7	005					
0.07	3 36 KIRKWOOD	SPLIT LEVEL	04/22/2016	30/62/31	\$15,000.00	\$69,666.00	210	1958	1732	0.241	-2943	1345			7	005					
0.08	27 KIRKWOOD	SPLIT LEVEL	06/20/2016	30/60/11	\$19,000.00	\$45,207.00	210	1958	1532	0.1653	-167	1205		AS-IS add attn	7	005					
0.10	21 34 BRANDING IRON	CAPE	09/09/2016	30/82/31	\$650,000.00	\$80,443.00	210	1973	2470	0.1928	-45497	1827			7	005					
0.11	5 11 MEADOWFIELD	RANCH	05/24/2017	30/64/62	\$53,000.00	\$24,575.00	210	1960	1688	0.2027	6813	1289			7	005					
0.12	2 BROOKDALE	SPLIT LEVEL	06/06/2016	30/62/7	\$42,000.00	\$28,154.00	210	1954	1662	0.1722	6435	1147			7	005					
0.13	4 2 BROOKDALE	SPLIT LEVEL	12/16/2016	30/64/19	\$62,000.00	\$48,953.00	210	1954	1758	0.2262	8268	1382		tired	7	005					
0.15	11 59 HITCHING POST	H-RANCH	09/07/2017	30/60/78	\$97,000.00	\$45,967.00	210	1973	2073	0.1653	23483	1217		bx school	7	005					
0.17	15 22 STRIPUP	H-RANCH	01/31/2017	30/81/3	\$65,000.00	\$28,144.00	210	1973	2073	0.2296	24281	1895			7	005					
0.17	14 9 HELDRAE	SPLIT LEVEL	11/23/2016	30/69/19	\$40,000.00	\$15,497.00	210	1958	1854	0.371	13522	1955			7	005					
0.18	10 1 MEADOWFIELD	RANCH	05/04/2016	30/64/56	\$47,000.00	\$59,604.00	210	1960	1652	0.2893	11026	1277			7	005					
0.19	23 23 BROADFIELD	COLONIAL	08/21/2017	30/61/17	\$80,000.00	\$63,430.00	210	1970	2760	0.1492	52744	1127			7	005					
0.19	17 48 HITCHING POST	H-RANCH	03/23/2017	30/62/39	\$75,000.00	\$35,377.00	210	1973	2549	0.1653	36370	1846		BX COMM	7	005					
0.20	18 25 BROADFIELD	COLONIAL	05/03/2016	30/61/18	\$25,000.00	\$11,890.00	210	1970	2490	0.1492	38780	1125		bx comm	7	005					
0.20	31 34 PRESTWICK	RANCH	12/22/2017	23/55/26	\$67,500.00	\$26,392.00	210	1954	1008	0.163	5786										

Attachment 1.4

Single CMA				Mass CMA			
Valuation Date:		1/ 2/2017 ▾		Valuation Date:		1/ 2/2017 ▾	
RAR:		1		RAR:		1	
Oldest Sales Date to Use:		1/ 1/2016 ▾		Oldest Sales Date to Use:		1/ 1/2016 ▾	
Newest Sales Date to Use:		1/ 1/2018 ▾		Newest Sales Date to Use:		1/ 1/2018 ▾	
Upper % Limit Sales Amount Selection:		1000		Upper % Limit Sales Amount Selection:		70	
Lower % Limit Sales Amount Selection:		1000		Lower % Limit Sales Amount Selection:		50	
GLA Cutoff:		2.50		GLA Cutoff:		1.50	
Distance Cutoff Under		4000		Distance Cutoff Under		4000	
Distance Cutoff Over		5.00		Distance Cutoff Over		3.00	
Use Lot Size Weighting ?		Y		Use Lot Size Weighting ?		Y	
Only Use Sales w/GLA Within:		1%		Only Use Sales w/GLA Within:			
of Subject Property GLA				of Subject Property GLA			
				Save and Exit			

Attachment 1.5

Select Calendar to Run Mass

Calendar #	Date Loaded	Mass Run Date	Print Date	# Cases	Hearing Date / Time				
100027	01/08/2018	01/08/2018	01/08/2018	24	02/16/2018	09:30 AM	Run Mass	1 Line	Worksheet
100026	01/08/2018	01/08/2018	01/08/2018	24	02/15/2018	02:15 PM	Run Mass	1 Line	Worksheet
100025	01/08/2018	01/08/2018	01/08/2018	18	02/15/2018	09:30 AM	Run Mass	1 Line	Worksheet
100024	01/08/2018	01/08/2018	01/08/2018	6	02/14/2018	09:30 AM	Run Mass	1 Line	Worksheet
100023	01/08/2018	01/08/2018	01/08/2018	20	02/14/2018	02:15 PM	Run Mass	1 Line	Worksheet
100022	01/08/2018	01/08/2018	01/08/2018	33	02/13/2018	09:30 AM	Run Mass	1 Line	Worksheet
100021	01/08/2018	01/08/2018	01/08/2018	15	02/13/2018	09:30 AM	Run Mass	1 Line	Worksheet
100020	01/08/2018	01/08/2018	01/08/2018	17	02/09/2018	02:15 PM	Run Mass	1 Line	Worksheet
100019	01/08/2018	02/06/2018	02/06/2018	22	02/09/2018	09:30 AM	Run Mass	1 Line	Worksheet
100018	01/08/2018	02/02/2018	02/02/2018	25	02/08/2018	02:15 PM	Run Mass	1 Line	Worksheet
100017	01/08/2018	01/30/2018	01/08/2018	25	02/08/2018	09:30 AM	Run Mass	1 Line	Worksheet
100016	01/08/2018	01/08/2018	01/08/2018	25	02/07/2018	02:15 PM	Run Mass	1 Line	Worksheet
100015	01/08/2018	01/08/2018	01/08/2018	25	02/07/2018	09:30 AM	Run Mass	1 Line	Worksheet
100014	01/08/2018	01/08/2018	01/08/2018	25	02/06/2018	02:15 PM	Run Mass	1 Line	Worksheet
100013	01/08/2018	01/08/2018	01/08/2018	25	02/06/2018	09:30 AM	Run Mass	1 Line	Worksheet
100012	01/08/2018	01/08/2018	01/08/2018	25	02/05/2018	02:15 PM	Run Mass	1 Line	Worksheet

1 25

Run Mass

Attachment 1.6

Time Trend			
	1st Prior Year - Quarter 1: <input type="text"/>	4th Prior Year - Quarter 1: <input type="text" value="0.63"/>	For a DECLINING MARKET past the VALUATION DATE enter a POSITIVE percentage. For an INCREASING MARKET past the VALUATION DATE enter a NEGATIVE percentage.
	1st Prior Year - Quarter 2: <input type="text"/>	4th Prior Year - Quarter 2: <input type="text" value="0.63"/>	
	1st Prior Year - Quarter 3: <input type="text"/>	4th Prior Year - Quarter 3: <input type="text" value="0.63"/>	
	1st Prior Year - Quarter 4: <input type="text"/>	4th Prior Year - Quarter 4: <input type="text" value="0.63"/>	
1-364	1st Prior Year - Annual Rate: <input type="text" value="0.63"/>	1093-1456	
	2nd Prior Year - Quarter 1: <input type="text" value="0.63"/>	5th Prior Year - Quarter 1: <input type="text" value="0.63"/>	Current Year - Quarter 1: <input type="text"/>
	2nd Prior Year - Quarter 2: <input type="text" value="0.63"/>	5th Prior Year - Quarter 2: <input type="text" value="0.63"/>	Current Year - Quarter 2: <input type="text"/>
	2nd Prior Year - Quarter 3: <input type="text" value="0.63"/>	5th Prior Year - Quarter 3: <input type="text" value="0.63"/>	Current Year - Quarter 3: <input type="text"/>
	2nd Prior Year - Quarter 4: <input type="text" value="0.63"/>	5th Prior Year - Quarter 4: <input type="text" value="0.63"/>	Current Year - Quarter 4: <input type="text"/>
365-728	2nd Prior Year - Annual Rate: <input type="text" value="0.63"/>	1457-1820	5th Prior Year - Annual Rate: <input type="text" value="0.63"/>
	3rd Prior Year - Quarter 1: <input type="text" value="0.63"/>	6th Prior Year - Quarter 1: <input type="text" value="0.63"/>	Process Time Trend Table
	3rd Prior Year - Quarter 2: <input type="text" value="0.63"/>	6th Prior Year - Quarter 2: <input type="text" value="0.63"/>	
	3rd Prior Year - Quarter 3: <input type="text" value="0.63"/>	6th Prior Year - Quarter 3: <input type="text" value="0.63"/>	
	3rd Prior Year - Quarter 4: <input type="text" value="0.63"/>	6th Prior Year - Quarter 4: <input type="text" value="0.63"/>	
729-1092	3rd Prior Year - Annual Rate: <input type="text" value="0.63"/>	1821-2184	

Attachment 1.7

1 of 11

Print List

Finished

Weightings

Weighting Parameters

▼	Parameter	Criteria	Equal Value Adjustment	Not Equal Value Adjustment 1	Not Equal Value Adjustment 2
1	Grid Distance	Per Foot	0	8	
2	School District	Same/Not Same	0	10000	
3	Street Name	Same/Not Same	0	10000	
4	Waterfront-Same Val1	Yes/Yes	0	0	
5	Property Class	Same/Not Same	0	100000	
6	Year Built	Same/Not Same	0	30000	60000
7	SFLA	Difference * 10	0	40	
8	Building Style	Same/Not Same	0	0	
9	Waterfront-Sales Only Val2	Yes	0	100000	
10	Waterfront-Subject Only Val3	Yes	0	-100000	
11	Neighborhood Code	Same/Not Same	-10000	20000	

Proximity Sales Subject: 26 KIRKWOOD Glen Cove
- Unweighted 30/62/18

02/09/2018 Page 1 of 2
Market Value: 529,000.00

S#	Dist.	Address	Style	SBL	Sale Date	Sale Price	Adj Sale Value	Class	Built	GLA	Acres	Water	NbHood	School	Notes
1	0.01	20 KIRKWOOD	SPLIT LEVEL	30/62/35	08/16/16	660,000	652,455	210	1959	1688	0.2152			7	005
2	0.02	19 DRIFTWOOD	SPLIT LEVEL	30/62/20	07/28/16	550,000	519,474	210	1954	2082	0.2172			7	005
3	0.03	27 KIRKWOOD	SPLIT LEVEL	30/60/6	09/12/16	510,000	539,957	210	1958	1552	0.1653			7	005
4	0.06	11 DRIFTWOOD	SPLIT LEVEL	30/62/2	11/18/16	410,000	412,180	210	1954	1662	0.1492			7	005
5	0.07	43 HITCHING POST	HI-RANCH	30/60/70	01/10/17	520,000	467,237	210	1973	2565	0.163			7	005
6	0.07	26 KIRKWOOD	SPLIT LEVEL	30/62/31	04/22/16	515,000	509,986	210	1958	1792	0.241			7	005
7	0.08	37 KIRKWOOD	SPLIT LEVEL	30/60/11	06/20/16	419,000	435,207	210	1958	1532	0.1653			7	005
8	0.1	24 BRANDING IRON	CAPE	30/82/31	09/09/16	650,000	604,143	210	1973	2470	0.1928			7	005
9	0.31	11 MEADOWFIELD	RANCH	30/64/62	05/24/17	535,000	524,675	210	1960	1686	0.2827			7	005
10	0.12	5 BROOKDALE	SPLIT LEVEL	30/62/7	06/06/16	425,000	428,154	210	1954	1662	0.1722			7	005
11	0.13	27 BROOKDALE	SPLIT LEVEL	30/64/19	12/16/16	462,000	448,953	210	1954	1758	0.2362			7	005
12	0.15	59 HITCHING POST	HI-RANCH	30/60/78	09/07/17	547,000	545,967	210	1973	2073	0.1653			7	005
13	0.17	22 STIRRUP	HI-RANCH	30/81/3	01/31/17	465,000	428,214	210	1973	2073	0.2296			7	005
14	0.17	9 HILDALE	SPLIT LEVEL	30/69/19	11/23/16	540,000	515,497	210	1958	1854	0.371			7	005
15	0.18	1 MEADOWFIELD	RANCH	30/64/56	05/04/16	547,000	549,604	210	1960	1652	0.2893			7	005
16	0.19	23 BROADFIELD	COLONIAL	30/61/17	08/21/17	580,000	563,240	210	1970	2760	0.1492			7	005
17	0.19	48 HITCHING POST	HI-RANCH	30/82/39	03/23/17	575,000	535,577	210	1973	2349	0.1653			7	005
18	0.2	25 BROADFIELD	COLONIAL	30/61/18	05/03/16	523,000	511,890	210	1970	2400	0.1492			7	005
19	0.21	8 PRESTWICK	RANCH	23/55/426	06/26/17	620,000	570,343	210	1973	2365	0.1928			7	005
20	0.21	31 MEADOWFIELD	SPLIT LEVEL	30/69/16	09/30/17	635,000	614,737	210	1958	1630	0.3306			7	005
21	0.22	30 BROADFIELD	COLONIAL	30/60/32	06/15/17	480,000	475,003	210	1968	2280	0.1602			7	005
22	0.23	8 FORD	OLD STYLE	23/55/115	10/14/16	275,000	315,577	210	1900	1314	0.1435			11	005
23	0.25	4 BRANDING IRON	HI-RANCH	30/60/87	12/15/16	661,000	621,877	210	1973	2349	0.163			7	005
24	0.25	4 BRIDLE	CAPE	30/80/2	08/19/16	650,000	579,394	210	1972	2470	0.2296			7	005
25	0.25	231 WALNUT	HI-RANCH	30/60/89	10/30/17	535,000	499,546	210	1973	2073	0.2194			7	005
26	0.27	2 DEEPALE	RANCH	30/76/18	09/15/17	715,000	655,223	210	1968	1998	0.4331			6	005
27	0.27	23 HARRISON	RANCH	23/55/40	02/08/16	290,000	355,593	210	1961	940	0.1182			11	005
28	0.29	3 CAMBRIDGE	CAPE	23/55/51	09/23/16	470,000	443,774	210	1960	1684	0.1722			11	005
29	0.3	13 CAMBRIDGE	RANCH	23/55/46	07/19/17	325,000	375,737	210	1956	960	0.1148			11	005
30	0.3	27 HARRISON	CAPE	23/55/411	06/05/17	465,000	478,206	210	1955	1688	0.1409			11	005
31	0.32	13 TITUS	CAPE	23/55/417	11/16/17	400,000	423,341	210	1949	1176	0.2124			11	005

ACORD TM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2018

PRODUCER

MITCHELL E WEINGRAD LTD - Commercial
POB 190
EAST ROCKAWAY, NY 11518
516)887-4800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED MICHAEL HABERMAN ASSOCIATES, INC.
ATTN: MICHAEL HABERMAN
125 FRONT STREET
MINEOLA, NY 11501

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A. GRAPHIC ARTS MUTUAL INS CO
INSURER B. STATE INSURANCE FUND
INSURER C. STANDARD SECURITY LIFE
INSURER D. UTICA MUTUAL INSURANCE COMPANY
INSURER E.

COVERAGES

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

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	4568793	9/06/17	9/06/18	EACH OCCURRENCE \$ 2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4568793	9/06/17	9/06/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
C	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CULP4575229	9/06/17	9/06/18	EACH OCCURRENCE \$ 3,000,000
					AGGREGATE \$ 3,000,000
					\$
					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	H 1002 914-8	04/07/17	04/07/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
F	NY STATE DBL	D 72898	07/01/17	07/01/18	STATUTORY DBL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, PER WRITTEN CONTRACT

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mitchell E Weingrad



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2018

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

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

PRODUCER Professional Liability Consulting Services, Inc. - <i>Professional Liability</i> 45 Knollwood Road, Suite 202 Elmsford, NY 10523	CONTACT Jinu Joseph PHONE (A/C No. Ext): 914-592-6505 E-MAIL ADDRESS: jinu@plcsi.com FAX (A/C No.): 914-592-6508
INSURED Michael Haberman Associates, Inc. 125 Front Street Mineola, NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Underwriters At Lloyd's London INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20443 AA1122000

COVERAGES **CERTIFICATE NUMBER:** N/A **REVISION NUMBER:** N/A

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					MPL163264017	05/20/2017	05/20/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A				PER STATUTE OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Appraiser Professional Liability Insurance					RFB 59230366917	05/20/2017	05/20/2018	\$1,000,000 Each Claim \$3,000,000 Aggregate

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

Proof of Professional Liability Insurance - Primary & Excess

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
1 West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OPEN: February 20, 2018

DATE: February 22, 2018

TO: Kimberly Stanton, Buyer

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

[illegible]