

CLPW16000024

Contract ID#: _____

Department: DPW-Re Services

E-230-16

Contract Details

SERVICE: Property Management

NIFS ID #: CLPW1500001 NIFS Entry Date: _____ Term: from 1/1/16 to 12/31/16

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

Agency Information

Vendor	
Name ACC Real Estate Services, Inc.	Vendor ID# 474598596
Address 950 Franklin Ave, Suite LL2 Garden City, NY 11530	Contact Person Jolix Proscia Phone 516-284-0400

County Department
Department Contact Kevin Walsh
Address 1 West St, Mineola, NY 11501
Phone 516-571-0591

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Reg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	8/11/16	K (Lul)	
	OMB	NIFS Approval (Contractor Registered)	8/17/16	Mal Vata	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	8/19/16	Vachy	
	County Attorney	CA Approval as to form	8/19/16	Vachy	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/26/16	Legislative Affairs	Fw'd Original Contract to CA	8/26/16		
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
9/2/16	County Executive	Notarization Filed with Clerk of the Leg.	9/2/16		

2016 SEP 28 3:29

PR5254 (1/06)

 2016 SEP 28 3:29
 2016 SEP 28 3:29
 2016 SEP 28 3:29

Contract ID#: _____

Department: DPW-Re Services

Contract Summary

Description: Property management of 100 Main Street, Hempstead, New York.
Purpose: Amendment to extend contract for one year.
Method of Procurement: The department issued Solicitation of Proposals on November 7, 2014.
Procurement History: The Department issued solicitations to Colliers International LI Management, LLC; Cushman & Wakefield of Long Island; Smith & DeGroat Real Estate; Newmark Grubb Knight Frank; and CBRE. The Department received proposals from Colliers International LI Management LLC; Smith & DeGroat; Cushman & Wakefield of Long Island; and Newmark Grubb Knight Frank. After an evaluation, Colliers was selected because of its vast experience and great knowledge of the property, as evidenced by the fact that they have been managing the property for 17 years. In addition, Colliers offered the least expensive fee.
Description of General Provisions: The contractor will perform all necessary and customary property management services including, but not limited to, ordinary maintenance and repair of the property; rent collection; managing and supervising tenants; supervision of employees; and maintenance of budget records.
Impact on Funding / Price Analysis: No impact. This contract is a penny encumbrance. The contractor will be paid from the proceeds of the operation of the property.
Change in Contract from Prior Procurement: Extension of the contract for an additional one year, so that the new termination date shall be December 31, 2016.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXX	1		\$
Control:	1100	County		\$	2		\$
Resp:	DE	Federal		\$	3	PWG-EN1100/DE500	\$.01
Object:	500	State		\$	4		\$
Transaction:	CL	Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$		TOTAL	\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NYS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name _____	
Name _____	Name _____	Date _____			
Date _____	Date _____	(For Office Use Only)			
				E #:	



Nassau County Interim Finance Authority

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

1. Vendor: ACC Real Estate Services Inc, Inc.

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

Amount to be encumbered: \$.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 12/29/14 to 12/31/16

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

If yes, please explain: Processing of contract hindered due to change in ownership structure.

4. Funding Source:

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

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

☒ Yes ☐ No

If not, will it require a future borrowing?

☐ Yes ☐ No

Has the County Legislature approved the borrowing?

☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract?

☐ Yes ☐ No ☒ N/A

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

Property management services at 100 Main Street, Hempstead, NY.

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

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

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

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

Colliers International LI Management: \$.01

AUTHORIZATION

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

Rosen Dallen 8/29/16
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with ACC Real Estate Services, Inc. to manage the property located at 100 Main Street, Village of Hempstead, County of Nassau, State of New York, known and designated as Section 34, Block 333-03, Lot 2, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with ACC Real Estate Services, Inc.

George Maragos
Comptroller



OFFICE OF

THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: ACC Real Estate Services, Inc.

CONTRACTOR ADDRESS: 950 Franklin Ave, Suite LL2, Garden City, NY 11530

FEDERAL TAX ID #: 474598596

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and _____ evaluated. The _____ evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on January 20, 2015. This is an amendment extending the contract within the confines of the RFP. The original contract was entered into after a written solicitation of proposals was issued on November 7, 2014 to Colliers International LI Management, LLC, Smith & DeGroat Real Estate; Cushman and Wakefield of Long Island Inc., Newmark Grubb Knight Frank; and CBRE. Proposals were due on November 14, 2014. The Department received proposals from Colliers, Smith & DeGroat, Cushman and Wakefield, and Newmark. Said proposals were reviewed and evaluated by an evaluation committee consisting of members of the DPW Real Estate Division and County Attorney's Office. As a result of the evaluation process, Colliers was selected. The County has been satisfied with the performance of Colliers/ACC and wishes to extend the contract for an additional year.

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

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

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

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

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

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

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

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

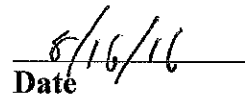
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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



Department Head Signature



Date

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: ACC Real Estate Services Inc.

Dated: 7/19/16

Signed: [Signature]

Print Name: John T. Proscia

Title: Chief Executive Officer

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 AMBROSINO
Date of birth 9 14 1966
Home address 1634 STOWART LANE
City/state/zip LAUREL HOLLOW NY 11791
Business address 950 FRANKLIN AVE
City/state/zip GARDEN CITY, NY 11530
Telephone 516-284-0400
Other present address(es) 666 OLD COUNTRY RD
City/state/zip GARDEN CITY NY 11530
Telephone 516.644.2222
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 7/23/2015 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. OWN 50% OF STOCK
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 X NO ;
If Yes, provide details.
AMBROSINO CONSULTANT CORP
COMBINED RESOURCES CONSULTING & DESIGN
EXCEL INTERIOR FINISHES

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

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

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

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

CERTIFICATION

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

I, MICHAEL AMBROSINO, 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 30th day of September 2016

Kalnetta R. Whittenburg
Notary Public

Kalnetta Kimberly Whittenburg
Notary Public, State of New York
Lic: #01WH6108489
Qualified in Suffolk County
Term Expires April 19, 2020

ACC REAL ESTATE SERVICES INC
Name of submitting business

MICHAEL AMBROSINO
Print name

[Signature]
Signature

PRESIDENT
Title

9/20/16
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name John T. Proscia
Date of birth 03 / 07 / 51
Home address 45 Foothill Lane
City/state/zip East Northport, New York 11731
Business address 950 Franklin Avenue, Suite LL2
City/state/zip Garden City, New York 11530
Telephone (516) 284-0400
Other present address(es) N/A
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 07 / 21 / 15 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer 03 / 01 / 16 Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X;
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- 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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10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.
-

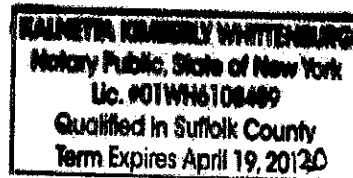
CERTIFICATION

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

I, John T. Proscia, 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 18th day of July 2016

Kalnetta R. Whittenburg
Notary Public



ACC Real Estate Services Inc
Name of submitting business

John T. Proscia
Print name

[Signature]
Signature

Chief Executive Officer
Title

 / /
Date

Business History Form

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

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

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

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

Date: _____

1) Proposer's Legal Name: ACC Real Estate Services Inc

2) Address of Place of Business: 950 Franklin Avenue, Suite LL2, Garden City, New York 11530

List all other business addresses used within last five years:

Colliers International LI Management LLC

3) Mailing Address (if different): 114 Old Country Road, Suite LL2, Mineola, New York 11501

Phone : (516) 284-0400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 47-4598596

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

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

Yes ☐ No ☒ If Yes, please provide details: _____

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflicts 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 conflicts 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 conflicts 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.
Building staff supervision, including hiring, training and disciplinary action as appropriate and interaction
with employee unions as necessary, a full background check is required for all new hires. Furthermore,
we comply with fair labor practices. We have no appointed or elected officers affiliated with ACC Real
Estate Services Inc and will maintain that policy as long as we are retained by the County.

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 25

- 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 The Engel Burman Group

Contact Person Mr. Jan Burman

Address 67 Clinton Road

City/State Garden City, New York 11530

Telephone (516) 747-1200

Fax # (516) 731-9400

E-Mail Address ian@engelburman.com

Company Carlton Associates

Contact Person Mr. David Setton

Address 420 Madison Avenue

City/State New York, New York 10017

Telephone (212) 752-6160

Fax # (212) 752-6188

E-Mail Address dsetton@carltonny.com

Company Royal Farms Inc

Contact Person Mr. Michael Schreiber

Address 420 Madison Avenue

City/State New York, New York 10017

Telephone (212) 752-6160

Fax # (212) 752-6188

E-Mail Address mskotto@aol.com

CERTIFICATION

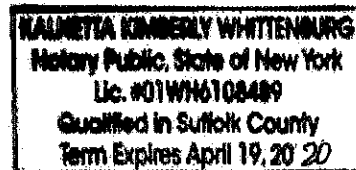
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John T. Proscia, 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 18 day of July

2016

Kalmetta K. Whittenburg
Notary Public



Name of submitting business: ACC Real Estate Services Inc.

By: John T. Proscia
Print name

[Signature]
Signature

Chief Executive Officer

Title

 / /
Date

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

1. Name of the Entity: ACC Real Estate Services Inc

Address: 950 Franklin Avenue, Suite LL2

City, State and Zip Code: Garden City, New York 11530

2. Entity's Vendor Identification Number: 47-4598596

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):

John T. Proscia, Chief Executive Officer

Michael Ambrosino, President

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.

John T. Proscia, 45 Foothill Lane, East Northport, New York 11731

Michael Ambrosino, 1634 Stewart Lane, Laurel Hollow, New York 11739

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

None

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

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

None

Page 3 of 4

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

N/A

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

N/A

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

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

Dated: 7/19/16

Signed: 

Print Name: John T. Proscla

Title: Chief Executive Officer

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.

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

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

N/A

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

N/A

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.

N/A

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

M/A

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

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

N/A

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

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

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

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

Dated: 7/19/16

Signed:



Print Name: John T. Proscia

Title: Chief Executive Officer

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

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

AMENDMENT

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of _____, 2016 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, Division of Real Estate Services, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) ACC Real Estate Services Inc., as successor-in-interest to Colliers International LI Management, LLC, a New York State limited liability company, having its principal office at 950 Franklin Avenue, Suite LL2, Garden City, New York 11530 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW15000001 between the County and the Contractor, executed on behalf of the County on January 20, 2015, as extended by County contract number CAPW15000155, executed on behalf of the County on December 21, 2015 (the "Original Agreement"), the Contractor is charged with the sole and exclusive management of the property located at 100 Main Street, Village of Hempstead, County of Nassau, State of New York known and designated as Section 34, Block 333-03, Lot 2 (the "Property" or "Premises"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from December 29, 2014 (the date the County took title by tax deed to the Property) to December 29, 2015, unless sooner terminated in accordance with the terms of the Original Agreement; and

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

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

1. Extension of Term. The Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be December 31, 2016.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

ACC Real Estate Services Inc.

By: 

Name: JOHN PROVIA

Title: CHIEF EXECUTIVE OFFICER

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

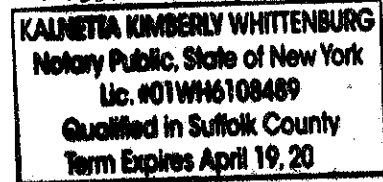
)ss.:

COUNTY OF NASSAU)

On the 29th day of July in the year 2016 before me personally came John T. Proscia to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CEO of ACC Real Estate Services Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Kalnetta K. Whittenburg



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

Contract ID#: CQPW15000001 02

Department: DPW-RE Services**Contract Details**

SERVICE: Property Management

NIFS ID #: CAPW15000155NIFS Entry Date: 10/5/15Term: 6 months

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

Agency Information

Vendor		County Department
Name Colliers International LI Management, LLC	Vendor ID# 113508162-01	Department Contact Kevin Walsh, Chief Real Estate Negotiator and Special Counsel
Address 114 Old Country Road, Suite LL2 Mineola, New York 11501	Contact Person John Proscia	Address 1 West Street, Mineola, New York 11501
	Phone 516-284-0400	Phone 516-571-0591

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	10/22/15	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	11/4/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/10/15	County Attorney	CA RE & Insurance Verification	11/10/15	[Signature]	
	County Attorney	CA Approval as to form			Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
12/1/15	County Executive	Notarization Filed with Clerk of the Leg.	12/1/15	[Signature]	



Contract Summary

Description: Property management of 100 Main Street, Hempstead, New York.
Purpose: Contractor to provide professional property management services at County owned building located at 100 Main Street, Village of Hempstead, New York. This Amendment is a six (6) month extension to a current six (6) month contract.
Method of Procurement: The Department issued Solicitation of Proposals on November 7, 2014.
Procurement History: The Department issued solicitations to Colliers International LI Management, LLC; Cushman & Wakefield of Long Island; Smith & DeGroat Real Estate; Newmark Grubb Knight Frank; and CBRE. The Department received proposals from Colliers International LI Management LLC; Smith & DeGroat; Cushman & Wakefield of Long Island; and Newmark Grubb Knight Frank. After an evaluation, Colliers was selected because of its vast experience and great knowledge of the property, as evidenced by the fact that they have been managing the property for 17 years. In addition, Colliers offered the least expensive fee.
Description of General Provisions: The contractor will perform all necessary and customary property management services including, but not limited to, ordinary maintenance and repair of the property; rent collection; managing and supervising tenants; supervision of employees; and maintenance of budget records. The Contractor will be paid a monthly base management fee equal to the greater of (1) 4% of the total amount of fees, rents, income, receipts, security deposits and all other sums of money collected by the Contractor which may be due or payable to County in connection with the use, occupancy or enjoyment of the property or (2) \$2, 500 per month.
Impact on Funding / Price Analysis: This contract is a penny encumbrance. The contractor will collect a maximum amount not to exceed \$24,900 during the contract term (including the six month extension period) which shall be paid from the proceeds of the operation of the property.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

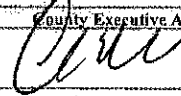
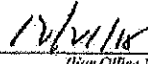
BUDGET CODES	
Fund:	PW
Control:	GEN
Resp:	1100
Object:	DE
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWGEN1100/DE500	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Thomas DeLisa, Management Analyst I, 516-571-9489**Date: **10/19/15**

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date 	
Date		Date		(For Office Use Only)	
				E #:	

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

10/05/2015
6:09 PM

DOCUMENT CATEGORY : C2 CONTRACT LOOSE ADVISEMENTS
ENTERED BY : DELISA, THOMAS 1-7311
DOCUMENT NUMBER :
INITIATING DEPT : PW
INPUT PERIOD (MM YYYY) : 10 2015 OCTOBER
APPROVAL TYPE :
VENDOR NUMBER / SUFFIX :
VENDOR NAME :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER :
DUE DATE :
DOCUMENT AMOUNT :
NUMBER OF LINES :
TRANSACTION CODE HASH :
TERMS :
NOTEPAD (Y OR N) :
POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CAPW15000155

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

10/05/2015
6:09 PM

DOCUMENT CATEGORY : C2 CONTRACT LOOSE ADVISEMENTS
ENTERED BY : DELISA; THOMAS 1-7311
DOCUMENT NUMBER : CAPW15000155 INITIATING DEPT : PW
INPUT PERIOD (MM YYYY) : 10 2015 OCTOBER
VENDOR NUMBER / SUFFIX : 113508162 01 APPROVAL TYPE : 01
VENDOR NAME : COLLIERS INTERNATIONAL LI MGMT. LLC
VENDOR ADDRESS : 114 OLD COUNTRY RD. STE LL2

COUNTRY : MINEOLA NY 11501
ALPHA VENDOR : USA
BANK NUMBER : COLLIERS INTERNATIONAL
DUE DATE :
DOCUMENT AMOUNT : TREAS NO :
NUMBER OF LINES : .01 SINGLE CHECK :
TRANSACTION CODE HASH : CURRENCY CODE :
TERMS : RESPONSIBLE UNIT :
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : N
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CAPW15000155 - 01 INPUT PER: 10 2015 AMOUNT :

.01

TRANS CODE	:	109	ADD A SUFFIX TO A CONTRACT
DOCUMENT REF	:	CQPW15000001	02
TRANS DESC.	:	PROPERTY MANAGEMENT OF 100 MAIN ST., HEMP.	
TRANS AMOUNT	:		.01
INDEX	:	PWGEN1100	REAL ESTATE SERVICES
SUBJECT	:	DE500	MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC	:		
GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
START DATE	:		
END DATE	:		

FINANCIAL ERRORS :

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

G008 - NEXT RECORD DISPLAYED

LINK TO:

ACTIVE

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

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 10 2015 OCT 2015

INDEX : PWGEN1100 REAL ESTATE SERVICES

ORGANIZATION :

CHARAC / OBJECT :

FDTP FUND SFND :

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	DD403	INFORMATION TECH S	1,500			1,500
	DD419	MISCELLANEOUS SUPP	77,200			77,200
	DE500	MISCELLANEOUS CONT	120,356	26,570	113,500	-19,714
	HF59A	PDH CHARGES	2,097,572			2,097,572
	80981	COLISEUM REPAIR EX	2,689,462	2,391,499		297,963
	94994	RENT	14,242,680	9,502,499	3,461,781	1,278,400
		EXPENDITURE TOTAL	19,475,297	12,167,066	3,575,282	3,732,949

F1-HELP F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G010 - PRIOR PAGE DISPLAYED

Contract ID#: _____

Department: DPW-RE Services

CQPW15000001

Contract Details

SERVICE: Property Management

NIFS ID #: CQPW15000001 NIFS Entry Date: _____

Term: 6 months

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

Agency Information

Vendor	
Name Collins International LI Management, LLC	Vendor ID# 113305162-01
Address 114 Old Country Road, Suite LL2 Mineola, New York 11501	Contact Person John Prosola Phone 516-284-0400

County Representative	
Department Contact Kevin Walsh, Chief Real Estate Negotiator and Special Counsel	
Address 1 West Street, Mineola, New York 11501	
Phone 516-371-0591	

Routing Slip

DATE	DEPARTMENT	INITIALS	SIGNATURE	APPROVAL REQUIRED
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	1/6/15 <i>K C</i>	
	OMB	NIFS Approval (Contractor Registered)	1/8/15 <i>Ray</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/13/15	County Attorney	CA RE & Insurance Verification	1/13/15 <i>Q. Martino</i>	
	County Attorney	CA Approval as to form	1/13/15 <i>Chel 2</i>	
	Legislative Affairs	Fw'd Original Contract to CA		
	County Attorney	NIFS Approval	1/13/15 <i>Chel 2</i>	
	Comptroller	NIFS Approval	2/14/15 <i>Ray</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	1/20/15 <i>Ray</i>	

Contract ID#: _____

Department: DPW-RE Services

Contract Summary

Description: Property management of 100 Main Street, Hempstead, New York.
Purpose: Contractor to provide professional property management services at County owned building located at 100 Main Street, Village of Hempstead, New York.
Method of Procurement: The Department issued Solicitation of Proposals on November 7, 2014.
Procurement History: The Department issued solicitations to Colliers International LI Management, LLC; Cushman & Wakefield of Long Island; Smith & DeGroat Real Estate; Newmark Grubb Knight Frank; and CBRE. The Department received proposals from Colliers International LI Management LLC; Smith & DeGroat; Cushman & Wakefield of Long Island; and Newmark Grubb Knight Frank. After an evaluation, Colliers was selected because of its vast experience and great knowledge of the property, as evidenced by the fact that they have been managing the property for 17 years. In addition, Colliers offered the least expensive fee.
Description of General Provisions: The contractor will perform all necessary and customary property management services including, but not limited to, ordinary maintenance and repair of the property; rent collection; managing and supervising tenants; supervision of employees; and maintenance of budget records. The Contractor will be paid a monthly base management fee equal to the greater of (1) 4% of the total amount of fees, rents, income, receipts, security deposits and all other sums of money collected by the Contractor which may be due or payable to County in connection with the use, occupancy or enjoyment of the property or (2) \$2,500 per month.
Impact on Funding / Price Analysis: This contract is a penny encumbrance. The contractor will collect a maximum amount not to exceed \$24,900 which shall be paid from the proceeds of the operation of the property.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

Fund:	PW
Control:	GEN
Resp:	1100
Object:	DE
Transaction:	CQ

% Increase	
% Decrease	

Revenue Contract	<input type="checkbox"/>	
County		\$0.01
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$0.01

1	PW.GEN.1100/DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: _____

Date: _____

I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the proportion to be charged.	Name _____
Name _____	Name _____	Date _____
Date _____	Date _____	E #: _____

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Colliers International LI Management, LLC

CONTRACTOR ADDRESS: 114 Old Country Road, Suite LL2, Mineola, New York 11501

FEDERAL TAX ID #: 11-350-8162

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

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

II. ☒ The contractor was selected pursuant to a Solicitation of Proposals.

The Contract was entered into after a written solicitation of proposals was issued on November 7, 2014 to Colliers International LI Management, LLC; Smith & DeGroat Real Estate; Cushman & Wakefield of Long Island Inc; Newmark Grubb Knight Frank; and CBRE. Proposals were due on November 14, 2014. The Department received proposals from Colliers International LI Management LLC; Smith & DeGroat; Cushman & Wakefield of Long Island; and Newmark Grubb Knight Frank. Said proposals were reviewed and evaluated by an evaluation committee consisting of Kevin Walsh, Chief Real Estate Negotiator and Special Counsel, and Chris Leimone, Deputy County Attorney. As a result of the evaluation process, Colliers International LI Management, LLC was selected.

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

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

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

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

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

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

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

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

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

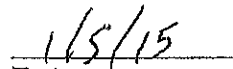
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

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

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

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


Department Head Signature


Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December _____, 2014 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, Division of Real Estate Services, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Colliers International LI Management, LLC, a New York State limited liability company, having its principal office at 114 Old Country Road, Suite LL2, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence upon the earlier of (i) the date the County takes title by tax deed to the property located at 100 Main Street, Village of Hempstead, County of Nassau, State of New York known and designated as Section 34, Block 333-03, Lot 2 (the "Property" or "Premises") or (ii) the date the contract is fully executed by all parties (the "Commencement Date") and terminate six (6) months from the Commencement Date, unless sooner terminated in accordance with the provisions of this Agreement. The County may, in its sole discretion, renew this Agreement under the same terms and conditions for an additional six (6) months.

2. Services.

(a) General: Subject to the terms hereof, Contractor is hereby charged with the sole and exclusive management of the Property and shall provide County with services customarily provided for in such instances. The services to be provided by the Contractor under this Agreement shall consist of maintaining, operating, managing and supervising the Property in a proper, careful and efficient manner and performing any and all things reasonably necessary for the pleasure, comfort, service and convenience of the tenants of the Property. Specifically, the property management services shall include, but not be limited to, the following:

- i. Ordinary maintenance and repair of the Property;
- ii. Establishing, collecting and adjusting rent from tenants;
- iii. Managing and supervising tenants, which includes, but is not limited to, administering leases, dealing and responding to complaints, overseeing and conducting evictions and the handling of any other tenant related matters that may be required by the County from time to time;
- iv. Supervision of employees; and
- v. Management of the Property's budget and all relevant records.

(b) Rent:

i. Contractor shall exercise due diligence in collecting all rents and other charges due from tenants. County hereby authorizes and directs Contractor to request, demand, collect, and receive any and all rents or charges which may at any time be or become due to County and to take such legal action or pursue other remedies as necessary to enforce such collections, subject to prior written approval from the County. Contractor shall furnish County with an itemized list of all delinquent accounts on a monthly basis.

(c) Repairs and Maintenance:

i. Contractor shall maintain or cause to be maintained the Property in good repair and in a clean, safe and orderly condition. In furtherance of such obligation, Contractor shall perform all ordinary repairs and maintenance to the Property, which shall be paid for from the proceeds of the Property and according to standards acceptable to County, and purchase such supplies as may be advisable or necessary. Said repairs and maintenance shall include, but not be limited to, interior and exterior cleaning; trash collection and removal; pest and vermin control; regular landscaping; snow removal; painting and decorating; plumbing; carpentry and such other normal maintenance and repair work as may be necessary, or as requested from time to time by County. Contractor shall notify County promptly after commencing any emergency repairs for which it has not received prior authorization.

ii. Contractor shall negotiate and prepare for approval by County contracts for water, electricity, gas, telephone, vermin extermination, repairs, maintenance, cleaning, snow removal, and other necessary services and place orders or contract for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Property, and for any service or maintenance required to be undertaken by County under any lease with a tenant of the Property. Such contracts shall be approved by and be in the name of the County.

iii. County shall be responsible for major capital repairs that would directly impact the structural integrity, the weather tightness and the physical plant of the building.

iv. Contractor shall be responsible for all repairs other than those County responsibilities delineated in Section 2(c)(iii). All such repairs shall be performed by Contractor in accordance with the "Department of Public Work Guidelines" attached hereto as Exhibit A.

(d) Tenant Relations.

i. Contractor shall maintain businesslike relations with the tenants whose service requests shall be received, considered and acted upon in an appropriate manner. Complaints of a serious nature shall, after thorough investigation, be reported to County with appropriate recommendations.

ii. Contractor shall coordinate the plans of tenants for moving their properties, equipment and effects into units of the Property, with a view towards scheduling such movements so that there shall be a minimum of inconvenience to the tenants of the Property.

(e) Employee Hiring and Supervision

i. Contractor shall hire all building service and maintenance personnel necessary for the efficient discharge of the duties of the Contractor hereunder.

ii. Contractor shall supervise the work of and hire and discharge the employees involved in the maintenance of the Property. Contractor agrees to use reasonable care in the hiring of such employees.

iii. Compensation for the services of such employees shall be considered an operating expense of the Contractor and shall be paid by Contractor.

(f) Budget Management

i. Contractor shall maintain all building records; rent records; receipts and disbursement records; building payroll records and prepare cash flow statements. Contractor shall render to County a monthly statement which shall include, but not necessarily be limited to, a statement of receipts and disbursements, the rent records, building records, building payroll records and cash flow statements. The disbursement records shall be supported by copies of vouchers or other evidence of payment, and shall include a breakdown of rents billable, vacant space at the Property, rents billed and rents billed but not collected. The disbursements shall include the compensation of Contractor and the balance due to County as hereinafter provided. Such statements shall be submitted on or before the 15th day of the month following the month to which they relate.

3. Payment.

(a) Amount of Consideration. Contractor shall collect a monthly base management fee equal to the greater of either (i) 4% of the total amount of monthly fees, receipts, income, rents, security deposits and all other sums of money whatsoever (all hereinafter collectively called "Receipts") collected by Contractor which may be due or payable to County in connection with the occupancy, use or enjoyment of the Property or (ii) two thousand five hundred dollars (\$2,500.00) per month. Notwithstanding any other provision of this Agreement, the amount that Contractor shall be entitled to collect pursuant to said base management fee during the initial six month term of this Agreement shall not exceed twenty four thousand nine hundred dollars (\$24,900.00).

(b) Collection and Accounting of Receipts. Contractor shall, on a monthly basis, collect all Receipts which may be due or payable to County in connection with the occupancy, use or enjoyment of the Property. Said receipts shall be made payable to "Colliers International LI Management LLC as property manager for Nassau County." Contractor shall, on a monthly basis, account to the County for the Receipts and shall remit same to County in accordance with the provisions herein. Contractor shall establish a separate dedicated escrow account (the "Escrow Account") for this purpose only, to be maintained in a bank to be designated by Contractor and approved by the County at County's reasonable discretion. No funds other than the Receipts shall be deposited in this account.

(c) Payments to County. On a monthly basis, Contractor shall remit to the County the total amount of monies Contractor has received from Contractor's collection of Receipts as set forth in sections 3(a) and 3(b) above less the greater of either (i) the 4% base management fee or (ii) two thousand five hundred dollars (\$2,500.00). Said payments shall be made on or before the 15th day of the month following the month in which the Receipts were collected. Said payments shall be

made in arrears and contain the amounts due for that month. Checks shall be made payable to "Nassau County" and be delivered to the Department at 1 West Street, Mineola, New York 11501 to the attention of Mr. Kevin Walsh, Chief Real Estate Negotiator and Special Counsel.

(d) On or before the thirtieth day following termination of the Agreement, the Contractor shall submit to Department financial statements pertaining to operations under this Agreement, signed and verified by a member of a Certified Professional Accounting firm or by the president or chief financial officer of Contractor.

(e) Property of County. Within fifteen (15) days after termination of this Agreement, Contractor shall turn over to County all funds, books, and records in the Contractor's possession, including without limitation unpaid invoices and a list of unpaid charges incurred in connection with the operation of the Property.

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

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

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

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

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public

Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) Upon receipt or obtaining knowledge thereof, Contractor shall promptly notify County in writing of any violation, order, rule or determination of any federal, state or municipal authority having jurisdiction over the Property. Contractor shall use reasonable efforts to keep informed of any new laws, regulations and governmental requirements affecting the Property and shall apprise County of the enactment or issuance thereof.

(d) Contractor shall maintain or cause to be maintained such licenses, permits and other evidences of authority as may be issued by governments having jurisdiction as may be necessary to operate the Property and perform its obligations hereunder.

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

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

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

8. Indemnification; Defense; Cooperation.

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

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

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

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

9. Insurance.

(a) Types and Amounts.

(i) The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(ii) The Contractor shall procure from each tenant for each unit prior to contract commencement and during the Agreement term or any renewal thereof, a renter's insurance policy and a comprehensive general liability policy in the amount of one million dollars (\$1,000,000) per occurrence which shall name Nassau County as an additional insured.

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

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

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

rights.

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. If the Contractor is a non-profit entity, it must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send

or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

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

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

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

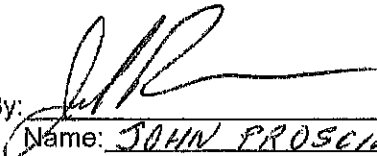
21. Executory Clause. Notwithstanding any other provision of this Agreement:

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

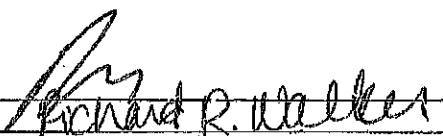
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

COLLIERS INTERNATIONAL LI MANAGEMENT
LLC

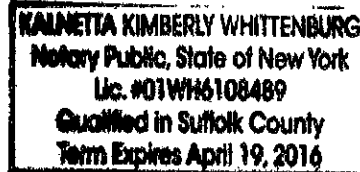
By: 
Name: JOHN PROSCIA
Title: C.E.O
Date: 12.30.14

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 1/20/15

PLEASE EXECUTE IN BLUE INK

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



On the 30 day of December in the year 2014 before me personally came John T. Proseia to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CEO of Colliers International LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC *Kalnetta K. Whittenburg*

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

On the 20 day of January in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC *Conetta A. Petrucci*

CONETTA A. PETRUCCI
Notary Public, State of New York
No. 01PER259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT "A"
DPW GUIDELINES

All suppliers participating in the design and construction are subject to the approval of Nassau County and will provide all vendor agreements & permits to Nassau County Department of Public Works (contact to be identified). All plans and specifications for all new construction and renovation must be submitted to the Department and the Department of Public Works, or their designee for formal approval prior to the commencement of any work. The Contractor will pay Nassau County a design review fee equal to 0.5% of the project value upon approval of the plans. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. The Contractor will be responsible for securing the site during the construction phase. No construction can commence or ground disturbed prior to receiving a building permit. The Contractor will be required to demonstrate and document that the any amount listed in the proposal for capital improvement expense has been spent upon completion of the renovation. All monies spent for these mandated works are to be specifically itemized and scheduled in order to permit auditing and concurrence. No contracts for materials, equipment or labor are to be made except with the concurrence of The Department its designee. The following guidelines apply for any Capital Improvement executed pursuant to the terms of the Agreement between the County and the Contractor:

a. The Contractor must have the work designed by a New York State Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

- A. New York State Uniform Fire Prevention & Building Code
- B. New York State Energy Conservation Construction Code
- C. New York State Sanitary Code
- D. National Electric Code
- E. Occupational Safety and Health Administration Code
- F. State Laws, Local Ordinances, and Utility Company Regulations
- G. New York State Industrial Code
- H. Nassau County D.P.W. Standard Specs. For Construction of Highways and Bridges
- I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary Sewers
- J. Americans With Disabilities Act

b. If the Contractor proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

c. The contract documents shall be signed and sealed by the Architect/Engineer of record.

d. The Contractor or its Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including; village, town, county, state and federal agencies.

e. The Architect/Engineer of record shall certify in writing to Nassau County and all other public agencies having jurisdiction that the facility was constructed in accordance with the contract documents and all applicable codes and standards (and if a pre-engineered metal building, the guidelines of the MBMA)

f. Record "as-built" drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.

g. The Contractor agrees to be responsible for, and save the County harmless from any and all claims, loss or liability which may arise from the construction of the proposed facility.

h. The Contractor shall provide bonds and insurances, in such amounts, with such companies and in such form, as are all acceptable in form and substance to the County, in its sole discretion, for all capital improvement projects. Bonds and insurances will include (but not be limited to): Performance Bond, Labor and Material Payment Bond, Public Liability Insurance, Worker's Compensation Insurance, Owner's Protective Public Liability Insurance, Builders All Risk Insurance.

i. Further, any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

j. All contracts for construction or improvements to the Premises shall provide for the payment of prevailing wage rates set by the New York State Department of Labor.

WILLIAM J. MULLER III
CLERK OF THE LEGISLATOR



PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1880 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

March 5, 2015

Colliers International, LI Management, LLC
Attn: John Proscia
114 Old County Road, Suite LL2
Mineola, New York 11501

Re: Contract # 15000001 \$01

Dear Mr. Proscia:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of, Public Works/Real Estate.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,


William J. Muller III
Clerk of the Nassau County Legislature

WJM/bf